



## General Terms and Conditions

### for the purchase of public transport subscriptions at the PostBus Abo-webshop

Version June 2018

#### 1. Scope

These General Terms and Conditions (hereinafter GTC) govern the relationship between customers (hereinafter the Customer) and PostBus Switzerland Ltd (hereinafter PostBus) for the purchase of public transport subscriptions within the PostBus Abo-webshop.

#### 2. Service, additional provisions, personal information (SwissPass registration), prices and invoicing, mobile phone charges

##### 2.1 Service

The service is purchased within the PostBus Abo-webshop and determined by PostBus. In addition to the service, PostBus also determines the payment providers with which payment for the services offered can be made. The payment providers can be viewed in the Abo-webshop and on the PostBus website ([www.postbus.ch](http://www.postbus.ch)).

##### 2.2 Additional provisions

The purchase of subscriptions from the PostBus Abo-webshop and passenger transport are subject to the fares and tariffs set by the Swiss transport companies, in particular the "General passenger tariff T600" set by the Swiss transport companies (hereinafter tariff 600) as well as the Swiss transport network tariffs (T651.00-T651.30) and the tariff "T650 route subscriptions", each in the currently valid version. Unless otherwise specified in these General Terms and Conditions, the inclusive tariff and other provisions stated therein apply. The tariff information in each case can be viewed both at the staffed points of sale of the transport companies operating in network areas and online at [www.voev.ch](http://www.voev.ch) or the respective transport companies and networks.

##### 2.3 Personal information (SwissPass login)

For purchases of subscriptions in the PostBus Abo-webshop, a SwissPass customer account is required. The customer account for the Abo-webshop and the SwissPass customer account are separate, but use the same login data (user and password). This enables registration in the PostBus Abo-webshop with existing SwissPass login data. If the user does not yet have a SwissPass customer account, registration for the SwissPass or for a SwissPass customer account takes place during the purchase process after choosing a subscription using the registration pages at [www.swisspass.ch](http://www.swisspass.ch). After registering successfully, a confirmation e-mail is sent by SwissPass to the inbox.

##### 2.4 Prices and invoicing

The prices are displayed in the relevant tariff provisions. They are shown in Swiss francs for each selected item. VAT is included in all prices. The subscription price is debited from the Customer by the appropriate financial institution according to the selected payment method. The contract concluded between the financial institution and the Customer is authoritative. The payment methods accepted in the PostBus Abo-webshop can be found at [webshop.postauto.ch](http://webshop.postauto.ch) and at [www.postbus.ch](http://www.postbus.ch).

##### 2.5 Data transfer costs

Use of the PostBus Abo-webshop may incur costs for data transfer. These costs depend on the contract with the respective provider. These costs are charged directly to the user by the provider.

##### 2.6 Changes to service and prices

PostBus reserves the right to change the service and the prices at any time, in accordance with the respective tariff provisions.

#### 3. Conditions of use

##### 3.1 Browsers and mobile devices

The PostBus Abo-webshop can be accessed using the latest browser versions of Chrome, Safari, Firefox, Internet Explorer and Edge on both conventional work devices (PC, laptop) and on mobile devices (smartphone, tablet). For mobile use of the shop, a compatible mobile device is required. The Abo-webshop is available for both iOS (version 8.0 and higher) and Android devices (version 4.3 or higher). For mobile purchase, users are responsible for protecting their mobile phone, tablet or notebook from being accessed by third parties.

##### 3.2 Availability of the PostBus Abo-webshop

PostBus is entitled to withdraw the PostBus Abo-webshop from the market at any time. Purchased subscriptions remain active, but cannot be renewed in the PostBus webshop. PostBus also reserves the right to block the Abo-webshop for individual users in justified cases (e.g. misuse).

### 3.3 Liability

PostBus may change the information contained in the Abo-webshop at any time. In particular, users themselves are responsible for ensuring that their devices and browsers are protected from unauthorized access. Unless deliberate or grossly negligent culpability is proven, PostBus does not accept any liability in connection with the content, functionality and use of the PostBus Abo-webshop, including any liability for malware. In the event that the functionality of the PostBus Abo-webshop or parts thereof is restricted and the purchase of subscriptions is not possible or restricted for technical reasons, PostBus does not accept liability for any resulting loss or damage.

### 3.4 Refund and exchange

For refunds and the exchange of subscriptions, the provisions of the tariff applicable to the subscription apply, as set out in section 2.2.

## 4. Complaints

Any complaints concerning subscriptions must be made in writing and sent to the contact address specified in section 8.4 within 14 days of completion of purchase. Complaints concerning debit notes for the chosen payment method must be sent to the relevant payment provider. If the complaint is based on an error in processing the order on the part of PostBus, then the Customer has at most the right to claim a refund for the price, for which the invoice was demonstrably unjustified. Refunds will not apply especially in cases where the processing error is attributable to the respective payment provider. In addition, PostBus will not be liable to the Customer or to third parties for non-performance or poor performance of contractual obligations, unless the action constituted wilful intent or gross negligence. Evidence must be provided by those who intend to file any liability claims against PostBus. PostBus cannot be held liable for any indirect damage, consequential damage, data loss, damage suffered by third parties and lost earnings. The records of PostBus with respect to the orders placed by customers shall be deemed correct as long as no evidence of transmission errors is revealed.

## 5. Data protection

In gathering and processing data given by customers, PostBus shall observe the directives of the Swiss Data Protection Act. For more details, please refer to the Privacy Policy (<https://www.post.ch/en/pages/footer/data-protection-and-disclaimer>). Explicit reference is also made to section 9 (Directive on the handling of personal and customer data) of the general passenger tariff T600 set by the Swiss transport companies operating public transport.

### Data collection and purpose of use

PostBus collects and processes only data that is required for the use, operation and support and for the purchase of subscriptions in the PostBus Abo-webshop. Where required for the operation of the PostBus Abo-webshop, data is passed on to service providers (settlement partners, payment providers, SwissPass card manufacturer, office responsible for renewal mailing). By storing all data in Switzerland, PostBus provides a contractual assurance that the applicable provisions of Swiss data protection law are adhered to by third parties. Disclosure to third parties that are not directly involved in the operation of the Abo-webshop is expressly excluded. Data from the Abo-webshop that is used for statistical analysis is anonymized. By using the Abo-webshop, the user agrees to the processing of data as described. Use of the data for personalized marketing purposes requires the explicit consent of the Customer in the Abo-webshop.

## 6. Data security

PostBus uses the best available technology to protect the personal data entrusted to it against unauthorized access and loss. For the transfer of data, the data connections of the Customer's devices are used. The rules they apply to data protection and data security are authoritative.

## 7. Tariff provisions

### 7.1 Types of subscriptions

The following subscriptions, based on the applicable tariffs (section 7.3.1), can be purchased in the PostBus Abo-webshop:

- Network subscriptions for 1 year or 1 month
- Route subscriptions for 1 year or 1 month

The product range is being continually expanded.

### 7.2 Subscription price

The subscription price is based on the tariffs for direct transport or fare network subscriptions, the choice between 1st or 2nd class and the relevant customer group. The price for the selected subscription is displayed in the Abo-webshop on this basis.

### 7.3 Validity

#### 7.3.1 Tariff

The following tariffs apply:

- Tariff 650 route subscriptions
- Tariffs of the transport networks (T651.00-T651.30)
- T600 general passenger tariff

### 7.3.2 Purchase of subscriptions before boarding

The user must be in possession of the subscription before boarding the means of transport. Subscriptions purchased after boarding do not entitle the subscriber to travel on this connection. Only purchases completed before boarding entitle the subscriber to travel. The purchase process is considered complete when the purchased subscription is displayed under "My subscriptions" in the PostBus Abo-webshop.

### 7.3.3 Period of validity

The purchased subscription is valid for the period of time defined at the time of purchase. Any subsequent modification or exchange is only possible if it is provided for in the applicable (network) tariff for the subscription.

### 7.4 Subscription checks

When a subscription is checked, the user must present the subscription on the SwissPass or temporary subscription at the request of an inspector. During a ticket inspection, the user may be required to prove their identity by means of an official photo ID.

### 7.5 Temporary subscription

If the user does not yet have a SwissPass and the first day of validity of the purchased subscription is within 14 days of the conclusion of purchase, a temporary subscription can be printed out. The temporary subscription does not allow the use of partner services.

### 7.6 Invalid ticket

If the service on the SwissPass cannot be proven, the provisions of "Travel without a valid ticket" enter into force. These provisions are set out in T600.5 and also apply to the transport networks if not governed separately by the network tariff.

### 7.7 Misuse or falsification

In the event of misuse or falsification, the provisions of the applicable tariff apply (see section 7.3.1). In such cases, PostBus also reserves the right to exclude the user from use of the Abo-webshop.

## 8. Other provisions

### 8.1 Legal form of publication

The legally binding GTC which constitute an integral part of the contract are published electronically and can be viewed at [www.postbus.ch/abo](http://www.postbus.ch/abo). Paper versions of the GTC are only copies of the current and legally binding GTC published via electronic media and are legally binding only if they correspond fully to the electronic version. PostBus may change these GTC or the fare networks and the Swiss transport companies may change their conditions of carriage and tariffs at any time. The new version will be published online. Changes to these GTC take effect when accepted by the user during a purchase made in the PostBus Abo-webshop. If the terms and conditions are not accepted, purchases cannot be made in the Abo-webshop.

### 8.2 Partial nullity

If individual provisions of these GTC should be or become partially or wholly invalid, this will not affect the validity of the remaining provisions. In such an event, the invalid provision shall be replaced by a regulation which comes as close as possible to the recognizably pursued economic interests of the parties. The same applies to filling in any gaps in the contract.

### 8.3 Applicable law and place of jurisdiction

Purchasing a subscription in the PostBus webshop constitutes a contract of sale that is subject to Swiss law. To the extent permitted by law, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is waived, as are the conflict of law provisions of the Federal Act on International Private Law (IPRG, SR 291). The place of jurisdiction is Berne. This is subject to the proviso of a partially or fully mandatory place of jurisdiction (cf. in particular Articles 32 and 35 of the Swiss Civil Procedure Code for consumers). Unless otherwise agreed, Berne shall also be the place of performance and the place of debt collection for customers who are not resident in Switzerland.

### 8.4 Contact address

[abocenter@postbus.ch](mailto:abocenter@postbus.ch)