



## **General Terms and Conditions for the purchase of public transport tickets via the PostBus app**

Issued: July 2017

### **1. Scope of validity**

These General Terms and Conditions (hereinafter, GTC) govern the relationship between customers (hereinafter the Customer) and PostBus in purchasing public transport tickets within the PostBus app. The use of the remaining areas of the PostBus App is governed by the corresponding GTC.

### **2. Service, additional provisions, personal information, prices and invoicing**

#### **2.1 Service**

Services are purchased within the PostBus app and determined by PostBus. In addition to the services, PostBus also determines the payment providers via which the available services can be paid. The respective payment providers are shown in the app as well as on the PostBus webpage ([www.postbus.ch](http://www.postbus.ch)).

#### **2.2 Additional provisions**

The transport of passengers with E-tickets is subject to the tariffs of the Swiss transport companies (hereinafter "Tarif 600") and the tariff/transportation groups (T651.00-T651.30).

#### **2.3 Personal information**

All E-tickets for direct travel services are personal and non-transferrable. They can only be used in conjunction with a valid official ID card issued in the name of the traveling passenger (e.g. passport, identity card, driver's license) or/and together with a valid half-fare pass or general travel card issued in the name of the respective passenger.

In the case of children traveling alone, the E-ticket is issued in the name of the child. The child must have identification in accordance with T600 section 41.00.

E-tickets may be obtained for dogs and bicycles. These tickets are issued in the name and with the date of birth of the passenger accompanied by the dog/bicycle. This passenger must have identification in accordance with T600 section 41.00.

#### **2.4 Prices and invoicing**

The prices can be taken from the corresponding tariff provisions. They apply to each selected mobile ticket, and in Swiss francs. VAT is included in all prices. The ticket price is debited from the Customer by the appropriate financial institution according to the selected payment type. The contract concluded between the financial institution and the Customer is authoritative.

Possible costs for the transfer of mobile data are not included. These costs are based on the contract established between the Customer and the mobile operator.

#### **2.5 Changes in service and prices**

PostBus reserves the right to change the service and the prices at any time in accordance with the directives of the relevant tariff provisions.

### **3. Conditions of use**

#### **3.1 Use**

The purchase of a mobile ticket is exclusively at the risk of the Customer. In particular, the Customer must personally ensure that their mobile device is protected from unauthorized access.

#### **3.2 Purchase of mobile tickets**

In order to purchase mobile tickets, the Customer must have registered for the app and for the selected payment provider. The mobile ticket must have been purchased before entry into the vehicle. The purchaser shall ensure that he has received the mobile ticket before entering the vehicle. Several tickets may be purchased on each mobile phone for persons travelling together. Forwarding or copying of a mobile ticket is not permitted. In such cases, PostBus expressly reserves the right to take legal measures.

#### **3.3 Validity and control**

The travel date on all tickets is defined by the Customer. For tickets with multi-day validity, return travel is required on the day determined at the time of booking.

If required, the ticket medium (mobile phone) must be provided to the ticket inspector for the inspection of the individual control elements. The inspectors have the right to manipulate the Customer's device to the extent necessary for the performance of the inspection.

Prior to the start of travel (actual departure time) the Customers must be in possession of the ticket. The purchase must be fully completed prior to the actual departure.

#### **3.4 Refund and exchange**

A refund of the tickets issued via the PostBus app is not provided. Exceptions for tickets for direct travel services are defined in T600.9 section 8.000. The refund of tickets from transportation groups is subject to the terms of the respective group tariff (T651.xx) Substantiated requests for a refund must be sent to the contact address provided below in section 7.4.

### **4. Complaints and liability**

Any complaints regarding the mobile ticket must be reported in writing within 5 days of transmission to the Customer, to the contact address in accordance with section 7.4. Complaints regarding invoicing are to be directed to the respective payment provider.

If the fault 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 of a ticket, 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 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 Swiss Post with respect to the orders placed by the Customer shall be deemed to be correct as long as no evidence of any evidence of transmission errors is revealed.

## 5. Data protection

In collecting and processing data given by the Customer, PostBus shall observe the provisions of the Swiss Data Protection Act. The Customer acknowledges that upon the registration for the purchase of tickets for direct travel services, he/she will disclose his/her name, first name, date of birth and a valid e-mail address for registration purposes. The e-mail address is required to activate the customer registration. PostBus complies with the legal retention periods and shall disclose the provided information to third parties only if and insofar as required for the proper performance of the contract. This takes place with the utmost care and in compliance with data protection.

The Customer shall agree to PostBus internally evaluating anonymized data that has been provided by the Customer, in order to identify trends, produce statistics and to improve service. Use of data for personalized marketing purposes shall require the explicit consent of the Customer.

## 6. Data security

PostBus protects the personal information with which it is entrusted from unauthorised access and loss in accordance with the current state of technology. To transfer the information the data connections of the Customer's terminal device are used. The data protection and data security regulations of these are authoritative.

## 7. Other provisions

### 7.1 Legal form of publication

The sole legally binding versions of the GTC which also form an integral part of the contract are published electronically and can be accessed at [www.postbus.ch/tickets](http://www.postbus.ch/tickets). Paper versions are only copies of the current and legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only to the extent that they correspond to the electronic version. PostBus may revise these GTC at any time. The new edition will be published online.

### 7.2 Partial nullity

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

### 7.3 Applicable law and place of jurisdiction

The contract is subject to the laws of Switzerland. If permitted by law, the applicability of the UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) and the conflict of law provisions of Switzerland's Federal Code on Private International Law (CPIL, SR 291) are excluded.

The place of jurisdiction is Berne, subject to (partially) compulsory jurisdictions (*cf.*, in particular, Art 32 and 35 Swiss Code of Civil Procedure for consumers). Unless agreed otherwise, Berne is also the place of performance and the place of debt enforcement for Customers without residence in Switzerland.

### 7.4 Contact address

mobileapp@postbus.ch

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