



General Terms and Conditions for the PostBus app

Issued: March 2018

1. General

users (hereinafter referred to as "users")

2. Area of validity

These General Terms and Conditions (hereinafter referred to as "GTC") apply to the use (i.e. in particular to reservation, booking, payment and receipt of suggested routes and information on the surrounding area) of services provided via the "PostBus app" mobile app. These GTC are the basis of each individual use procedure.

These GTC refer to the activities and services of PostBus as the operator of the PostBus app and intermediary for the partner services made available as part of the PostBus app. The relevant fare provisions, conditions of transport or other General Terms and Conditions of the individual providers of these services (hereinafter abbreviated to "Partner GTC"), which become a component of the service contract between you and the relevant PostBus app partner that arises with the booking of services as part of the use of the PostBus app, are not affected. The following Partner GTC of the individual providers are in particular (list not exclusive):

[GTC Mobility](#)

[GTC PubliBike](#)

[GTC Sharoo](#)

[GTC ParkU](#)

[GTC Fliinc](#)

[GTC Catch a Car](#)

All the procedures that require payment such as the purchase of mobile tickets in conjunction with the use of the PostBus app are possible for natural persons, who have reached the age of 18 (legal age). Legal entities and business partnerships are ruled out from the use of the PostBus app.

3. Content

On the one hand, PostBus offers free route suggestions and information on the surrounding area as part of the PostBus app together with mobile tickets for public transport for which there is a charge and on the other hand acts an intermediary with regard to certain services offered by the PostBus app partners. The services offered to you in this way are therefore provided by the PostBus app partners exclusively on the basis of special contractual relationships that have arisen through PostBus acting as intermediary and the relevant "Partner GTC" on which they are based. PostBus is therefore not liable for claims of any kind arising from these contractual relationships.

All the information provided to you via the PostBus app is transmitted to PostBus by a third party. Even if this was carried out carefully and conscientiously, PostBus cannot assume any warranty regarding the accuracy, correctness and completeness of this information. Therefore errors (including obvious errors or indication errors), interruptions (through a partial breakdown and/or one limited in time, repairs, updating or maintenance work on websites or for another reason), inaccurate, misdirecting or untrue information or non-transmission of information cannot be ruled out completely. Every PostBus app partner always remains responsible for the accuracy, completeness and correctness of the (descriptive) information originating from him (including prices, availability, disruptions etc.) via the PostBus app; PostBus assumes no liability or responsibility for the latter.

Please note that the availability of services from a PostBus app partner can change from the time they are selected until the time of reservation, booking and payment. This means that it cannot be ensured in every individual case that information about an entire route and/or a PostBus app partner can be transmitted successfully. PostBus app partners do not offer reservations, bookings and payment for their services via the PostBus app. The contract between the user and partner comes about only through the actual usage of the service by the partner.

4. Liability

PostAuto Mobilitätslösungen AG is merely an intermediary, does not carry out any journeys itself and does not become a contracting partner of a transport contract.

The agreement for a car pool takes place exclusively between the users (driver and passengers). Any claims arising from this agreement occur exclusively between them. PostBus does not guarantee it will be successful in acting as an intermediary for car sharing opportunities and is not liable for the success of a referral or the undertaking of a journey. PostBus is also not liable in the event that a driver breaches the regulations regarding non-commercial journeys.

PostBus is liable under the limitations in accordance with the previous section in its function as an intermediary and interface between you and the PostBus app partners exclusively for the careful assumption of this activity as an intermediary, however under no circumstances for claims arising from services booked by you with one or more PostBus app partners. Exclusively the relevant GTC (Partner GTC) are decisive for any liability claims against PostBus app partners in connection with their provisions of services.

The information provided via the PostBus app and via the homepage of PostBus app (www.postbus.ch/app) was made available by the PostBus app partners. PostBus assumes no liability for the completeness, consistency, accuracy and timeliness of this information content.

As a user of the PostBus app, you are responsible yourself for your activities (financial or other) via the PostBus app; this applies in particular also to careful handling of user names and password. Furthermore, you give assurances that the information you have provided via the PostBus app about you is correct.

PostBus app is available to you exclusively for private and non-commercial purposes; any more extensive (in particular any commercial) use is not permitted without the prior explicit written consent of PostBus.

5. Mobile ticket for public transport

5.1 Services

The service is obtained within the PostBus app and specified by PostBus. In addition to the services, PostBus also stipulates via which payment provider the services offered in the PostBus app can be paid for. The relevant payment providers can be viewed in the app as well as on the website of PostBus (www.postbus.ch).

5.2 Additional provisions

The rates of the Swiss Transport Companies (Schweizerische Transportunternehmen) (hereinafter referred to as "Tarif 600") and the transport associations (T651.00-T651.30) apply to the transportation of people with mobile tickets.

5.3 Personal information

All mobile tickets for services on public transport are personal and non-transferable. They apply exclusively together with a valid, official identity document made out in the name of the traveller (e.g. passport, identity card, driving licence) or/and together with the valid Half-Fare or GA travelcard issued to the corresponding person.

For children travelling alone, the mobile ticket is issued in the name of the child. The child must provide evidence of its identity in accordance with T600 Section 41.00.

Mobile tickets can be purchased for dogs and bicycles. They are issued in the name and date of birth of the person who will be accompanied by the dog/bicycle. This person must provide evidence of their identity in accordance with T600 Section 41.00.

5.4 Prices and settlement

Prices can be found in the corresponding fare provisions. In each case they are shown per selected mobile ticket and in Swiss francs. Value added tax is included in all the prices. The ticket price will be charged to the customer in line with the selected method of payment by the relevant financial institution. The decisive factor is the contract concluded between the financial institution and the customer.

Any costs for the transmission of mobile data are not included. These costs depend on the contract concluded by the customer with the mobile phone provider.

5.5 Changes to the services offered and prices

PostBus retains the right to change the services offered and prices in accordance with the requirements of the relevant fare provisions at any time.

5.6 Use

The purchase of a mobile ticket takes place at the exclusive risk of the customer. The customer must in particular ensure that his mobile device is protected against unauthorised access.

5.7 Purchase of mobile tickets

Registration for the app and with the selected payment provider is necessary to purchase a ticket. The mobile ticket must be purchased in good time before boarding the vehicle. The purchaser must ensure that he has received the mobile ticket before getting into the vehicle. Several mobile tickets can be purchased for people travelling together per mobile phone. Passing on or copying a mobile ticket is not permitted. In such cases, PostBus expressly retains legal steps.

5.8 Validity and checks

The date of travel is defined by the customer for all tickets. For tickets that are valid for several days, the return trip is to be undertaken on the date stipulated when booking.

The method of travel identification (mobile telephone) is – insofar as requested – to be shown to the ticket inspectors to check the individual ticket components. The inspector is entitled to undertake the necessary actions on the customer's device to carry out the check.

Customers must be in possession of the ticket before starting the journey (actual departure time). The purchase must be fully completed before the actual departure.

5.9 Reimbursement and exchange

A reimbursement of the tickets issued via the PostBus app is not envisaged. Exceptions for public transport tickets are stipulated in T600.9 Section 8.000. The provisions of the relevant fare association apply to reimbursements of fare association tickets (T651.)

Justified applications for reimbursement are to be sent to the contact address below in accordance with Section 11.4.

5.10 Complaints and liability

Any complaints regarding mobile tickets are to be reported within five days after transmission to the customer in text form to the contact address in accordance with Section 11.4. Complaints about settlement are to be reported to the relevant payment provider.

If the deficiency is based on incorrect processing of the order, for which PostBus is responsible, the customer is at most entitled to reimbursement of a ticket price where there is evidence that it was unjustifiably charged. There will be no reimbursement in particular in cases in which the incorrect processing is attributable to the relevant payment provider. In addition, all liability of PostBus towards the customer or a third party for non-performance or poor performance of the contractual obligations is ruled out, insofar as it did not take place intentionally or through gross negligence. Evidence must be provided in this respect by anyone who wishes to claim any liability benefits from PostBus for themselves. The liability of PostBus for indirect losses, consequential losses, data loss, third-party losses and loss of profit is ruled out in general.

The records of PostBus regarding the orders placed by customers are regarded as correct, insofar as there are no indications of any transmission errors.

6. Permitted use must be used exclusively for the following purposes:

- (1.) checking information;
- (2.) use of additional functions which are made available on this app.

Every other use of this app without the prior written consent of PostBus is forbidden.

Copying, processing, dissemination, public reproduction or any other form of use of content of the PostBus app for commercial purposes is forbidden. The use of automated systems or automated software to extract content from the PostBus app is also forbidden. Any access to content on the PostBus app which does not take place via the user interface of the app is also not permitted.

All measures are to be refrained from which might have a disruptive effect on the function of the PostBus app. This also includes those which might result in an excessive or unreasonable load on the technical infrastructure.

Regardless of the assertion of such rights, PostBus retains the right to block access to this app at any time if there is a breach of these conditions of use.

7. Availability

PostBus will try to offer the services of the PostBus app without any interruptions as far as possible. Even with all due care, downtime cannot be ruled out. PostBus retains the right to amend or discontinue its services at any time. PostBus assumes no warranty for any interruptions or other disturbances.

8. Data protection

PostBus will observe all the statutory regulations and legal provisions when collecting and processing the data provided by the customer. In particular data will be collected and processed only for the described purpose and in the scope required.

The customer will provide his surname, forename, date of birth and a valid email address to register for the purchase of public transport tickets. The email address is required to activate the customer registration and if it is necessary to make contact.

The customer will indicate the corresponding departure location and destination etc. when buying the tickets.

The sales and customer profile data will be hosted on servers belonging to the company eos.uptrade GmbH in Hamburg. The company eos.uptrade GmbH is not permitted to use the data for its own purposes and is permitted to process the data only on the account of and under the instructions of the Swiss Post Ltd. and PostBus in the same way as they are entitled to do so themselves. PostBus will satisfy the statutory periods of retention.

PostBus can pass on to a third party the data provided as part of the provision of services for the correct fulfilment of the contract. In addition, PostBus is entitled to involve a third party in providing the service. This will occur with all the due care required to comply with data protection.

PostBus can assess the data provided by the customer anonymously to identify trends, compile statistics and improve the range of services. Use for personalised marketing purposes requires the explicit consent of the customer.

PostBus will not receive personalised data about the PostBus app users from the service providers involved. When acting as an intermediary for a partner service, the data: on the departure location, destination and period will be passed on to the corresponding partner in an anonymous form. However, this will take place only if the user moves to the partner platform, as this information is required for the remaining booking process.

The user is aware that in conjunction with the use of the services offered by individual providers, the latter's data protection provisions may be applied (see in particular the list in Section 2).

9. Data security

PostBus will protect the personal data provided against unauthorised access and loss in accordance with the current state of the art. However, data will be transferred from the end devices of customers. The settings of these mobile end devices on data protection and data security are decisive.

10. Intellectual property

All copyright, in particular database, brand, industrial design and other rights to protect intellectual property (also the arrangement and display of the app) lies with PostBus or its licensors. The content of the app or the software codes on which it is based must not be copied, processed, disseminated, reproduced publicly or used in any form in full or in part without prior written consent.

11. Remaining provisions

11.1 Legally valid form of publication

The GTC that are solely legally binding and a component of the contract will be published electronically and can be viewed at www.postbus.ch/tickets. The physical version of the GTC represents only a depiction of the GTC published electronically and valid at this time and provides legally valid information only for as long as it corresponds to the electronic version. PostBus can amend these GTC at any time. The new edition will be published on the Internet.

11.2 Partial invalidity

Should individual provisions of these GTC be or become ineffective in full or in part, then this will not affect the effectiveness of the remaining provisions. In such a case, the ineffective provision is to be replaced by a stipulation which is as close as possible to the identifiable economic purposes pursued by the Parties. This also applies to filling contractual loopholes.

11.3 Law to be applied and place of jurisdiction

The contract is subject to Swiss law. Insofar as permitted by law, the applicability of the UN Convention on Contracts for the International Sale of Goods (CISG, SR 0.221.211.1) is explicitly excluded to the same extent as the provisions of the Federal Act on International Private Law (IPRG, SR 291) regarding the conflict of laws.

The place of jurisdiction is Bern. (Partial) compulsory places of jurisdiction remain reserved (see in particular Art. 32 and 35 Swiss Civil Procedure Code, ZPO, for consumers). If nothing to the contrary has been agreed, Bern is also the place of performance and the place of debt enforcement for customers without a place of residence in Switzerland.

11.4 Contact address

PostAuto Mobilitätslösungen AG
Belpstrasse 37
3030 Bern

Email: mobileapp@postbus.ch
