

GTC for the purchase and use of a Half-Fare Travelcard.

Preliminary remarks.

Carriage of passengers with Half-Fare Travelcards (hereinafter "HF Travelcard") is subject to the tariffs of the Swiss public transport enterprises (hereinafter "PTEs"), and in particular the tariff for GA, Half-Fare and seven25 Travelcards and additional offers (hereinafter Tariff 654). All of these tariffs can be viewed either at the staffed sales offices or at sbb.ch/en/tariff.

The following conditions are an excerpt from these tariffs and cover the key provisions governing the relationships between the holder of the HF Travelcard (hereinafter "passenger") or the contracting party respectively, and the PTEs as represented by Swiss Federal Railways SBB, 3000 Berne 65 (hereinafter "SBB").

SwissPass.

When the passenger purchases an HF Travelcard, a personalised card (hereinafter "SwissPass") is issued in his or her name. The services (e.g. the HF Travelcard) are referenced on the SwissPass and monitored via the RFID chip. No reference to the service purchased (type and validity period) is printed on the card. The SwissPass provisions are set out in the General Passenger Tariff (Tariff 600). For services beyond the range of public transport products, the respective general terms and conditions of the SwissPass partners also apply.

To allow for orderly ticket inspections to be performed, the SwissPass must always be presented in its original state (e.g. without a protective cover nor in a wallet). The SwissPass must be handed over to the ticket inspector each time.

Alternatively, passengers can show their SwissPass on their smartphone. When they do so, they must be able to provide identification (their SwissPass card or official form of ID) if asked to do so by the ticket inspector.

The cards remain the property of the PTEs and can be reclaimed in justified cases.

The HF Travelcard and its area of validity.

The HF Travelcard is personal and non-transferable. It entitles the holder to purchase travel tickets in 1st and 2nd class at half-price on routes within the area of validity. The HF Travelcard is valid on routes on which tickets can be purchased at half-price. In the case of short routes, discounted tickets or combined offers with add-ons, the discount may be less than 50 percent. The PTEs may make changes to the area of validity at any time. These will be announced on sbb.ch/en/tariff.

Purchasing an HF Travelcard.

The HF Travelcard can be purchased by sending a completed and signed order form.

Alternatively, it may be purchased at a staffed sales office or on sbb.ch. The contracting party must sign a contract when concluding the purchase. If the purchase is effected online, the contract is concluded through acceptance of the GTC.

HF Travelcards purchased on account in an online shop are subject to the terms of payment of the partner collection agency from which they were bought.

If the passenger is not the contracting party, the order form/contract must be signed by the contracting party.

Duties of the contracting party.

By signing the contract, the contracting party undertakes to pay all demands on time. He or she must pay each invoice at the latest by the day before the next Travelcard period (one year) to avoid defaulting.

The contracting party must report any changes to the details provided at the time of purchase within 15 days. This can be done either verbally at a sales office or in writing to the SBB Contact Center, P.O. Box, 3900 Brig. Alternatively, the details can be updated on swisspass.ch. He or she must also submit the documents required for service provision (e.g. photo) in good time.

Contract duration.

The contract signed at the time of the initial purchase will remain valid for an unlimited period until it is cancelled. SBB reserves the right to terminate the contract at any time in justified cases.

Payment methods.

The contracting party can choose between the following payment methods:

- on receipt of invoice
- by direct debit via one of the Swiss banks or Swiss Post's Debit Direct service (for follow-on billing only)
- by credit card, debit card or cash payment at a staffed sales office
- by credit card or debit card on sbb.ch (on first purchase)

Price.

If the HF Travelcard is not cancelled, the discounted price will be charged for the new Travelcard year. If the contract is cancelled and later concluded anew with a new validity date, entitlement to the discounted price is forfeited.

The HF Travelcard for youth is available to customers from their 16th birthday until the day before their 25th birthday. The first day of validity for the Travelcard year applies.

Late payments.

The contracting party will be in default without a reminder if he or she does not pay on time. If a reminder of an outstanding payment is sent to the contracting party, he or she will be charged CHF 15.-. If a collection case is created, an additional annual interest rate of up to five percent from the due date onwards may apply in addition to administrative charges. SBB will claim the outstanding amounts in its own name and for its own account. It may, however, also outsource collections. **If the contracting party is in default, SBB may block the HF Travelcard after a period of one Travelcard month.**

If the contracting party has outstanding invoices from SBB, he or she may not obtain any further services against invoice until all invoices are fully paid.

Contract duration and termination.

The contract will enter into force for an unlimited period as soon as it is signed or the online purchase is concluded.

You can cancel the contract at any time by giving **one Travelcard month's notice** before the end of each Travelcard year. Cancellations must be made verbally, in writing or via swisspass.ch. Any outstanding credit will be paid out to the contracting party's bank or postal account. If you purchase a GA Travelcard, the credit can be put directly towards the cost of it.

Notice period example:

Travelcard year: 15 August 2020 until 14 August 2021

Final notice date: 14 July 2021

Refunds.

The HF Travelcard cannot be cancelled before the end of a year. A pro rata refund applies in the following cases only: death, medically confirmed unfitness for travel or the purchase of a GA Travelcard.

Temporary SwissPass.

If the first day of validity of the service purchased is within the first 14 days after the contract is concluded, the passenger will be issued with a temporary SwissPass. The temporary SwissPass does not provide access to partner services.

Loss of SwissPass.

If the SwissPass is lost or stolen, it can be replaced for a fee, except in the case of fraud.

Data protection.

Both SBB and Switzerland's other public transport companies attach great importance to protecting personal data and privacy. All personal data you provide will be processed in accordance with current data protection legislation. Additional information on data protection can be found at swisspass.ch/dataprotection and in the privacy statements of the PTEs from which you purchased your SwissPass.

The transport companies and integrated fare networks can obtain these details from SBB for specific targeted marketing measures as needed while observing the data protection law and further provisions concerning the processing of customer data.

Changes to tariffs/terms and conditions.

The prices and services may be changed at any time. SBB will notify the passenger and/or contracting party in a suitable way in advance of any changes to the tariffs. If the changes are to the detriment of the passenger and/or contracting party, he or she may cancel the contract by the date on which the change enters into force, for this same date. **Failure to do so constitutes acceptance of the change.**

Price changes will be reflected in the following invoice. Accordingly, if the passenger or contracting party does not accept the price increase, the contract can be cancelled by giving notice of the normal duration.

Applicable law and jurisdiction.

Agreements concluded in connection with these GTC are governed by Swiss law exclusively. The court of jurisdiction for any disputes arising in connection with this agreement is Berne, unless specified otherwise by the rules of civil law.

As of May 2020

Swiss Federal Railways (SBB)

Passenger Division

3000 Berne 65