

## **General Terms and Conditions (GTC)**

for using the Rejsekort App («application») for test purposes.

### **I. PROVISIONS TO BE APPLIED**

The application is available for test purposes only. The present GTC cover the terms regulating the relationship between users of the application and Rejsekort & Rejseplan A/S, Automatikvej 1, 2860 Søborg («RKR»). It is not possible to buy valid public transport tickets during the test phase. The purpose of the test is to allow RKR to assess the correct functionality of the application and the system.

### **II. FAIRTIQ APPLICATION**

#### **A. Functions and downloading the application**

The application allows customers to get their public transport journey tracked by using a check-in process before entering and a check-out process after leaving the transportation means respectively the area where a ticket is required. The customers' route will be tracked and – depending on the test phase - the app calculates the corresponding fare after the check-out.

#### **B. Using the application**

For the proper use of the application, customers have to download the application, install it on their mobile phone and register by entering the details according to the registration process in the application.

The customers' information shall be stored by RKR. The obtained information may be made available to subprocessors and third parties if this proves necessary for using or developing the application. These parties are primarily contractual partners of RKR which are responsible for developing, operating and updating the application and related services. RKR complies with the applicable data protection legislation. Details are available in the Privacy Notice.

There is no claim for the use of the application or specific functionalities of the application.

#### **C. Licence**

In relation to the customers, all rights in the application remain with RKR or third parties owning the rights.

When customers register, RKR grants them a licence to use the application and the features it offers as intended (services provided). Any licence on the software itself is expressly excluded. Making copies or sending sub-licences or other application rights to third parties is prohibited. Neither the content of the application nor its base material making up parts or elements of the content shall be modified, altered, adapted, disassembled or adjusted.

#### **D. Termination**

RKR is authorised to terminate the licence agreement concluded with the customers and withdraw its application from the market at any time. RKR particularly reserves the right to block certain customers from using RKR.

#### **E. Liability**

RKR and the partners are entitled to make changes to the information contained in the application at any time.

The use of the application shall be entirely at the customers' risk. In particular customers must take personal responsibility for protecting their mobile phones against any illegal access.

Any liability of RKR or partners regarding the content, functionality and use of the application, including liability for malware, is excluded within the limits provided for by law.

RKR and the partners waive all liabilities for any loss or damage that occurred in case the application does not work properly or the purchase of electronic tickets is impossible due to technical issues.

**The customer is responsible for having a valid ticket at all times when using the application for travelling on public transport. The application does not provide valid tickets.**

### C. Prerequisites for using the application

To purchase electronic tickets, customers must meet the following conditions:

1. They must take part in the tests
2. They must have downloaded and installed the application on a mobile phone and completed the registration.
3. The mobile phone used by customers must have the “non-rooted” operating system Android (Google) or iOS (Apple) without “Jailbreak” and an activated, operational SIM card ensuring that mobile data can be received when accessing a mobile cellular telephone network. The minimum version of the operating system required to run the application is displayed in the FAIRTIQ account in the Apple App Store (for iPhones), the Google Play Store (for Android mobile phones) or in the FAIRTIQ Help Centre ([support.fairtiq.com](https://support.fairtiq.com) > [Registration & Account > Using FAIRTIQ: Requirements](#)). Furthermore, the location services (high accuracy) have to be activated on the mobile phone at least from check-in until the completion of the check-out process. FAIRTIQ or the partners waive all liabilities for any costs of mobile connections resulting from the use of the application.
4. They must have activated the application's access to the motion sensors built into the mobile phone and must have enabled the application to send messages through the application (push notifications).
5. If customers do not comply with these GTC, they don't have the right to use the application. The same applies to any fellow passengers.

### D. Technical prerequisite guarantee

Customers shall be solely liable for the capacity of their smartphone, guaranteeing the technical settings and the proper functionality of the device (including network access and power supply).

Customers shall be responsible for having an operational data connection and activated location services during the check-in and check-out processes as well as for the duration of the journey and need to guarantee sufficient power supply for the whole duration of the journey.

**Activation of the power saving mode is not allowed, as this can negatively influence the precision of the localisation collected by the customers' device.**

Check-in and check-out processes can only be conducted when having a data connection and when a location with high accuracy can be determined. In case the check-in process is not working due to missing connectivity or other technical issues, customers shall purchase tickets by other means.

### E. Check-in and check-out

The application is working on the principle of checking in and checking out. The capture of travel data begins when the application is opened. By activating the corresponding switch in the application (check-in process) the location is flagged and regularly collected while being checked in. After deactivating the switch in the application (check-out process) the application calculates the travel route. For location services, the application uses the location data provided by mobile phones and the installed software. To ensure the proper functioning, customers are obliged to activate/accept the location services with the highest accuracy (location services [GPS] and Wi-Fi activated) when the application asks for this permission after it has been started. This function must be kept activated until the check-out process is completed.

Personal data is processed in accordance with the privacy notice of the Application.

**Deactivation of the location services and activation of the flight mode are not permitted and will result in an immediate automatic check-out process.**

The tracking of activity and location data ends at the latest five minutes after the completion of the check-out process. The delayed deactivation of tracking is required for fraud prevention and aids the continual improvement of check-out warnings and thus it optimises the services FAIRTIQ offers its customers. The location data obtained by RKR after the check-out for the improvement of the services will be analysed in an anonymous form only. The location services activated during starting the app have to be continuously active during check-in and check-out.

**Customers shall complete the check-in process at the station within the application on their mobile phone before boarding the means of transportation or before entering the area of ticket requirement at the station.**

A successfully completed check-in process will be confirmed by the application on the display of the mobile phone.

If the application uses the sensors installed in the mobile phone to calculate that customers are most likely not travelling anymore but no check-out was initialised, the application displays a warning on the mobile phone and reminds the customers that they may have forgotten to check out. A prerequisite for displaying the warning is that customers allow notifications on their mobile phone. The check-out process remains the customers' responsibility. It has no influence on the customers' responsibility to check out in time if the check-out warning is displayed at the wrong time or not at all.

#### **4. Smart Stop**

The 'Smart Stop' feature allows the check-out process to be carried out automatically by the application under certain conditions. It must be activated manually by the customers in the application. Customers receive a notification on the smartphone as soon as the application detects that the public transport journey has ended. The notification contains a link to a timer that shows the remaining time until the automatic check-out event. The timer can be interrupted manually by clicking on the corresponding button in the notification if customers plan to make further journeys by public transport. In this case, the journey recording is continued accordingly. If the timer is not interrupted manually, the check-out process is automatically initiated when the timer expires. The prerequisite for using Smart Stop is that the customers allow notifications on the smartphone and that a data connection exists.

**The Check-out Process remains the customers' responsibility. Customers are responsible for interrupting the timer in good time and thus ensuring that the tickets remain valid if the public transport journey is not completed.**

#### **H. Fines for travellers without tickets**

If customers are unable or unwilling to present a valid and controllable electronic ticket for whatever reason, they will be deemed as travellers without a valid ticket. Customers travelling without a valid ticket are charged a fine according to the applicable fare conditions.

### **III. PERSONAL DATA**

Personal data is processed in accordance with the Privacy notice of the Application.

All the details on how to exercise data subject's rights can be found in the above mentioned Privacy notice.

### **IV. CHANGES OF THE GTC**

RKRP is entitled to make changes to the information contained in the application at any time.

RKRP may make changes in these terms and conditions at any time. Changes in the tariffs and transport conditions are subject to the rules of the transport authorities.

Any change in these GTC shall take effect when the customers accept them in the context of an update of the application or in another manner. The use of the application by the customers is subject to the acceptance of the latest version of these GTC.

Changes to the terms and conditions of transport and the fares shall also be valid without the customers' consent, insofar as they represent the lawful regulations within the competence of transport authorities.

### **V. APPLICABLE LAW AND PLACE OF JURISDICTION**

The relationship between RKRP and the customers shall be governed exclusively by Danish law. The application of international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customers have their habitual residence as a consumer, shall remain unaffected.

The courts of Denmark shall be the sole place of jurisdiction for any disputes arising between RKRP and the customer, if applicable.

The place of jurisdiction for disputes relating to the contract of carriage shall be the place of jurisdiction in accordance with the contract of carriage.

## **VI. CONSUMER ARBITRATION AND GUARANTEE OF PASSENGER RIGHTS**

RKRP is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

The guarantee of passenger rights is the exclusive responsibility of the transport operator providing the transport service.

## **VII. QUESTIONS AND ASSISTANCE, FAIRTIQ CUSTOMER SUPPORT**

Please direct any questions concerning the application to the Rejsekort Kundecenter using the following contact form: <https://www.rejsekort.dk/Kundecenter-privat/Kontaktformular>

## **VIII. SEVERABILITY CLAUSE**

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced as soon as possible by another provision that comes as close as possible to the economic content of the invalid provision.

## **IX. NOTE ON THE OBLIGATION TO PROVIDE INFORMATION ON THE POSSIBILITY OF DETECTING AND CORRECTING INPUT ERRORS**

You can correct input errors in the application yourself before you purchase the ticket by using the menu items in the app. By pressing the "Check-in" button you have made a binding purchase; input errors cannot be corrected afterwards.

### **Rejsekort & Rejseplan A/S**

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<https://www.rejsekort.dk/Kundecenter-privat/Kontaktformular>