

**The General Terms and Conditions (GTC) for using the timetable and ticketing app BLS Mobil (hereinafter referred to as BLS Mobil or app) of BLS Ltd and for purchasing electronic tickets by the partner FAIRTIQ on behalf of BLS for journeys within Switzerland's public transport network.**

## **A TERMS OF USE**

### **1. Scope of application**

BLS Mobil can be used to access real-time timetable data and purchase tickets. The area of validity of prepaid tickets includes the Direkter Verkehr (Direct Transport – DV) system and various regional transport product ranges including the different fare networks covered by BLS. The area of validity of post-paid tickets includes Direkter Verkehr (DV) and the Swiss regional transport product range. In addition, the SwissPass can be stored digitally in the BLS Mobil app.

### **2. Contracting parties**

The contract governing the purchase of an (electronic) ticket via BLS Mobil and the use of BLS Mobil is made between the passenger (hereinafter referred to as the customer or user) and the respective transport company providing the specific transport service. The contract on the use of BLS Mobil is concluded with BLS Ltd and its partner FAIRTIQ (in relation to post-paid tickets).

### **3. Applicable provisions**

The purchase of (electronic) tickets and the transport of persons with BLS Mobil is governed by the tariffs of the Swiss Association for Public Transport (Verband öffentlicher Verkehr, hereinafter referred to as VöV), in particular the VöV's "General Passenger Tariff T600" ("Allgemeine Personentarif T600", hereinafter referred to as Tariff 600), as well as the fare network tariffs of the Swiss Associations in their respectively valid versions, including the tariff regulations and other regulations listed therein unless otherwise provided for in these GTC. The applicable tariff information is available at the staffed ticket sales points of the transport companies operating in the various fare networks, as well as online at [www.allianceswisspass.ch](http://www.allianceswisspass.ch) and on the websites of the respective transport companies and fare networks. The use of BLS Mobil is subject to the following conditions.

### **4. How BLS Mobil works**

#### **4.1 Timetable enquiry and prepaid ticket purchase**

BLS Mobil contains a timetable search function with real-time data, as well as the option to purchase electronic tickets (prepaid tickets). A dialogue guides the user through the search and purchasing process. Following the purchase, BLS Mobil generates an electronic ticket (prepaid ticket) which is checked by ticket inspectors on the user's mobile telephone during ticket inspections.

#### **4.2 Post-paid ticketing function**

BLS Mobil also includes the option of automatically recording the journey so that it can be billed afterwards ("postpaid tickets"). Before starting their journey, users check in at the place of departure ("check-in"). It is at this point that the users conclude their transportation contract with the transport company providing the service. After the end of the journey, check-out takes place, initiated either by the user ("check-out") or – if the user fails to check out – by the system itself. During the journey, BLS Mobil uses smartphone's built-in location services (Wi-Fi, GPS, etc.) to identify the route travelled, which serves as the basis for calculating the fare.

Following check-out, the app displays the provisional fare in line with the applicable fare regulations for the route travelled. At the end of regular services, the cheapest price (“best possible price”) for the routes travelled – in line with the product range under consideration – is definitively calculated and billed.

For ticket inspection purposes, BLS Mobil generates an electronic inspection element (“travel entitlement”), which can be checked by the inspection staff on the user’s mobile phone. If the user fails to check out on completion of his or her journey, then at the end of regular services a check-out is executed so that the journeys undertaken can be billed for the day concerned.

### **4.3 SwissPass Mobile**

BLS Mobil offers the opportunity to store the SwissPass card digitally in BLS Mobil via a valid SwissPass login. Thanks to this function, the SwissPass can be shown to the ticket inspector on the user’s mobile telephone in the BLS Mobil app. All regulations on SwissPass Mobile are available at: [www.swisspass.ch/enswisspassmobile](http://www.swisspass.ch/enswisspassmobile).

## **5. Download and Registration**

The user can download BLS Mobil via the App Store and use it on Android and iOS devices with or without registering. Without registering personal data, it is only possible to use the timetable information function. Before purchasing electronic tickets for the first time (prepaid or post-paid tickets), the user has to register using their SwissPass login. After registering using their SwissPass login, the user will receive an e-mail containing an access code which has to be entered on the prescribed form to complete the registration process. Further information on the SwissPass login is available at: [www.swisspass.ch](http://www.swisspass.ch).

For the purchase of post-paid tickets, it is also necessary to authenticate the user via their mobile telephone number. After entering their mobile telephone number, the customer receives a text message containing a registration code which must be entered in the prescribed form in order to successfully complete the registration process.

## **6. Payment method**

In order to purchase tickets via BLS Mobil, the user will require a valid payment method (Clause 10). The payment method will be saved for future payments after it has been successfully added. The payment details are only stored by the payment service provider, and not on BLS Mobil or on the BLS back-end systems.

## **7. Mobile device**

A compatible mobile telephone (smartphone) is needed to use BLS Mobil. BLS Mobil can be used on iOS (Version 11.0 or newer) as well as on Android devices (Version 5 or newer). The user is responsible for ensuring that their mobile telephone is protected against third-party access and remains functional throughout the entire journey following the purchase of a ticket using BLS Mobil (including: device type/operating system, functioning SIM card, battery charged before travelling).

## **8. Mobile phone network**

The functionality of BLS Mobil relies on data transfer via a mobile network provider. It is therefore assumed that the user has a valid mobile phone contract with a mobile network provider, including an active, functioning SIM card.

## 9. Smartphone location services

The use of BLS Mobil does not require the activation of the smartphone's location services. To use of the postpaid ticketing function, however, active location services are required. Instead, to calculate the fare in line with applicable fare regulations, the location of the mobile phone is determined periodically between check-in and check-out using the mobile phone's location services. At the latest by the start of the journey, the user will need to have activated location services in his or her mobile phone settings. Between check-in and check-out, the user is required to keep his or her mobile phone switched on and in a functional state as regards use of the app. In particular, users must not restrict the mobile phone's transmission-readiness in respect of mobile data usage and its location services as otherwise they will not be in possession of a valid postpaid ticket.

However, the smartphone's location services do provide additional advantages when searching for timetable information from the user's current location. Regarding the activation of location services, please see the respectively valid GTC of e.g. Apple Inc, Cupertino, California, USA.

## 10. Payment procedure and billing

In its capacity as operator of the BLS Mobil App, BLS Ltd accepts all payment methods listed at [www.bls.ch/en/mobil](http://www.bls.ch/en/mobil).

The user must ensure that the selected payment method contains a sufficient limit to cover their purchases, and that the payment method is not blocked.

### 10.1 Prepaid ticket purchase

The payment will be taken at the time of the ticket purchase using the payment method stored in BLS Mobil.

### 10.2 Postpaid ticket purchase

At the end of regular services every day, the fare calculated by BLS Mobil for the user's journeys is automatically charged to the user on his or her stored means of payment. If payment cannot be collected (for example because of a blocked credit card), the BLS Mobil service will be blocked for the user (check-in not possible).

## 11. Mobile data charges

Depending on the mobile phone tariff being used, data transfer charges may arise when downloading and using BLS Mobil. The extent of the charges depends on the user's contract with the respective mobile network provider. These charges will be invoiced to the user directly by their network provider.

## 12. Licence

BLS Ltd retains all copyrights and intellectual property rights associated with BLS Mobil; BLS Ltd and FAIRTIQ retain all copyrights and intellectual property rights associated with post-paid tickets. With the installation of BLS Mobil, BLS and FAIRTIQ (in relation to post-paid tickets) grants the user a single, non-transferable, non-exclusive licence for the appropriate use of BLS Mobil. BLS Mobil may not be copied, nor may the user grant sublicences or any other rights pertaining to BLS Mobil to third parties in any other form. Neither the content of BLS Mobil nor any related material which forms a component or element of the content may be modified, altered, adapted, deconstructed, reverse-engineered (determination of the source code), corrected or publicised. There is no entitlement to the usage of BLS Mobil.

### **13. Termination**

BLS AG and its partner FAIRTIQ (in relation to post-paid tickets) can terminate the licence agreement with the user at any time and has the right to remove BLS Mobil from the market at any time. BLS AG respectively FAIRTIQ also reserve the right to block individual users from using BLS Mobil in justified instances (e.g. in the event of misuse).

### **14. Liability**

BLS AG has the right to alter the information contained in BLS Mobil at any time. It is the express responsibility of the user to ensure that their mobile telephone is protected against unauthorised access. Any liability on the part of BLS AG respectively FAIRTIQ relating to the content, functionality and use of BLS Mobil, including liability for malware, is excluded to the extent permitted by law. If BLS Mobil or parts thereof becomes fully or partially non-functional due to technical reasons, and purchasing an (electronic) ticket is therefore not possible, BLS Ltd and/or FAIRTIQ accept no liability for any resulting damages.

### **15. Data protection provisions**

BLS AG respectively FAIRTIQ adhere to the European and Swiss data protection laws when handling personal data; in particular, please also see Clause 9 (directive on the handling of personal and customer data) in the General Passenger Tariff T600 of the VöV.

The specific data protection regulations governing the use of the BLS Mobil app can be found in sections 16 to 18 below. All further information regarding data protection at BLS can be found in our data protection policy at [www.bls.ch/Datenschutz](http://www.bls.ch/Datenschutz).

### **16. Data gathering and its intended purpose**

Where post-paid tickets are concerned, BLS Ltd and FAIRTIQ (on behalf of BLS Ltd) only enter and process such data insofar as they are required for the use, operation and support of BLS Mobil and the purchase of electronic tickets via BLS Mobil (personal data and travel data). Data are shared with BLS AG respectively FAIRTIQ service providers (billing providers) and payment-method providers (only for billing purposes) where required for the operation of BLS Mobil. No data are shared with additional third-party companies. BLS AG respectively FAIRTIQ and its service providers use appropriate security systems to protect the data against foreseeable risks. Furthermore, personal data in anonymised format as well as statistical data (e.g. sales, number of journeys undertaken) are used by BLS AG respectively FAIRTIQ for the purposes of further developing and improving BLS Mobil. For billing purposes, the electronic tickets purchased with BLS Mobil for public transport services are registered with BLS AG respectively FAIRTIQ. Post-paid tickets are electronically and centrally registered by FAIRTIQ.

To the detection of abuse BLS Ltd and FAIRTIQ can use the ticket monitoring data KoServ (personal data, collected by SBB). Additionally, anonymized travel data which indicate an abuse can be examined via Microsoft Azure. A conclusion on the user is only possible after the examination and only by the BLS Ltd respectively FAIRTIQ.

To help us optimise the app, anonymous tracking data will be collected during use and passed on to a third-party service provider. Also, anonymous crash data regarding technical faults will be collected and passed on to a third-party service provider with a view to technical improvement of the app.

By using BLS Mobil, the user agrees to this data processing.

User data is neither used by BLS Ltd nor FAIRTIQ for marketing purposes, such as newsletter advertising.

## 17. Personal data

Before the first ticket can be purchased, the user must create a customer account. For this purpose, the user enters their gender, surname, first name, address incl. country, date of birth, payment method and e-mail address. For the purchase of a post-paid ticket, authentication via your mobile phone number is also requested. The data is stored in the customer account with BLS LTD respectively FAIRTIQ and used for the purposes of customer support, billing and subsequent monitoring, as well as for giving the customer's consent to receive marketing information. The user can demand that BLS Ltd respectively FAIRTIQ delete their personal data in the event that they uninstall BLS Mobil and/or no longer wish to use the app to purchase tickets. They must visit [www.swisspass.ch](http://www.swisspass.ch) to contact SwissPass if they want their SwissPass login data to be deleted.

## 18. Travel data with the postpaid ticketing function

Travel data consists of route and fare information that is identified by BLS Ltd respectively FAIRTIQ on the basis of completed check-in and check-out information (stop, time, device ID number), the location data collected during the journey using the mobile phone's location services (supported by Wi-Fi, GPS, etc.), and the travel options (timetable). The travel data is used to calculate the travel completed using the postpaid ticketing function (route search; zone calculation) and the fare, for support in the event of a user complaint and for the subsequent investigation and prevention of instances of misuse. Thanks to the travel data, the user can also be shown potential areas for savings based on his or her travel behaviour.

After one year, the travel data will either be deleted or used, in anonymised form only, for gaining knowledge in relation to route-finding and route determination (to aid the further development of the BLS Mobil app).

# B PROVISIONS CONCERNING TARIFFS

## 19. Purchase of prepaid tickets

### 19.1 Types of ticket

The following tickets can be purchased using BLS Mobil in accordance with the respectively valid tariffs (Clause 18.3.1 below):

- Single tickets for journeys within Switzerland in accordance with the regulations governing direct travel (DV), including special tickets
- City tickets and city-city tickets
- Half-Fare day ticket and half-fare 9 am ticket.
- Supersaver tickets
- Single tickets, multiple-journey tickets and day tickets for the following fare networks: Please see [www.bls.ch/mobil](http://www.bls.ch/mobil)

The purchase of tickets at group rates is not possible

### 19.2 Fares with prepaid ticket

The ticket price is based on the tariffs for direct transport (DV) tickets or those of the fare networks, and on the choice between first and second-class tickets, with or without Half-Fare travelcard.

BLS Mobil informs the user of the ticket's purchase price before initiating the purchase.

### **19.3 Validating multi-trip tickets**

Journeys on a multi-trip ticket are deemed equivalent to single and fare network tickets from the corresponding tariff level. The provisions of subsection 21.4.1 apply to validated journeys on a multi-trip ticket. The point of departure is determined by the customer when he/she validates the multi-trip ticket. If the GPS function is switched on, it suggests the closest departure stop to where the customer currently is. The customer can also enter the point of departure manually, but it must match the actual departure stop.

## **20. Purchasing post-paid tickets**

### **20.1 Types of ticket**

The following post-paid tickets can be purchased with the aid of the BLS Mobil app, based on the currently valid fare prices of "Direkter Verkehr Schweiz" (DV = Direct Transport Switzerland) and Swiss fare networks:

- Individual DV tickets
- 1-day travelpasses for the Half-Fare travelcard in DV
- Individual network tickets of all Swiss fare networks
- One-day network travelcards of all Swiss fare networks

### **20.2 Check-in and check-out with the postpaid ticketing function**

When the postpaid ticketing function of the BLS Mobil app is used, ticket purchase and validation no longer take place in the traditional sense. Immediately prior to starting a journey, the user uses the app to perform a check-in at the stop and immediately after the journey uses it to complete a check-out at the stop. BLS Mobil will recognise the stop based on the location data. If for technical reasons a different stop is shown than the one actually being used, the user can correct this by selecting the correct stop from the picklist.

A successfully completed check-in is communicated on the mobile phone's display with the display of the starting location, ticket and mode of transport. For inspection purposes, a corresponding inspection element (travel entitlement) will be available.

A successfully completed check-out is shown on the mobile phone's display with the display of the starting location, the disappearance of the mode of transport and a thank-you message. If no check-out takes place, a system check-out will be performed at the end of regular services. In this case, the stops recorded by BLS Mobil will be used to calculate the fare. No reimbursement can be paid for any higher fare that may be incurred as a result of this process.

The maximum fare (1st or 2nd class) for Half-Fare travelcard holders will be no higher than the price of one day ticket per day. For users without a Half-Fare travelcard, there is no set maximum fare per day (for direct transport products)

If a check-in or check-out cannot be performed for technical reasons, the user should contact BLS Ltd customer service by telephone or using the contact form. Any lack of functionality in respect of the app does not, however, entitle the user to start a journey without a valid ticket.

### **20.3 Verification with the postpaid ticketing function**

The user of the BLS Mobil postpaid ticketing function is required to verify whether his or her journey (check-in and check-out stops) was recorded accurately, and to correct any inaccurately recorded check-in stops prior to starting the journey or any incorrectly recorded check-out stops during the journey. BLS Ltd reserves the right to verify a user's manually corrected journey and to exclude that user from using the app if there is a suspicion of misuse.

## **20.4 Changing between services with the postpaid ticketing function**

For a direct change, it is understood that the user will make use of the next possible connection. For direct changes within the area of validity, check-in and check-out are not necessarily required. If the break of journey is not for the purpose of changing services, then the user must check out and then check in again on continuing his or her journey.

## **20.5 One or more tickets per passenger**

The BLS Mobil postpaid ticketing function can only be used for the user's own journeys. The user cannot therefore use the postpaid ticketing function to purchase tickets for fellow passengers, dogs or bikes, to transfer tickets or to forward them to another mobile telephone. The (electronic) ticket is valid from the time at which check-in takes place up to and including the time at which check-out takes place.

## **20.6 Post-paid ticket price**

The (electronic) ticket and the effective fare for a journey undertaken using the BLS Mobil postpaid ticketing function are identified on the basis of the check-in and check-out, the travel data collected and the fare regulations for the product range concerned.

After each journey, the fare calculated is shown on the mobile phone display and at the end of regular services is billed to provider of the means of payment, with the provider charging the user directly. If more than one journey is undertaken per day, the fare calculated for each journey and as a total will be shown on the mobile phone display.

## **21 Best possible price with the postpaid ticketing function**

### **21.1 Fares**

As long as not stated otherwise in the current General Terms and Conditions, for the price calculation of (electronic) tickets using the BLS Mobil app, the following fares apply as per the currently valid version of the price list, inclusive of the fare and other terms listed therein:

#### **21.1.1 for prepaid tickets**

The T600 general passenger tariff of the Swiss public transport enterprises applies. The tariff information and regulations of associations or public transport companies participating in the valid range of the app are available and can be consulted by contacting the respective provider, e.g. by visiting a staffed sales office, or online.

When calculating fares, BLS Mobil only takes into consideration the scheduled stops in the area covered by the app. Separate tickets must be purchased for travel beyond the area covered by the app.

#### **21.1.2 for post-paid tickets**

The T600 general passenger tariff of the Swiss public transport enterprises applies. The tariff information and regulations of associations or public transport companies participating in the valid range of the app are available and can be consulted by contacting the respective provider, e.g. by visiting a staffed sales office, or online.

### **21.1.3 Fare information**

The relevant fare information can be viewed both at manned ticket offices in the network areas of the transport companies involved, as well as online at [www.allianceswisspass.ch](http://www.allianceswisspass.ch) or the websites of the particular transport companies and fare networks.

### **21.2 The BLS Mobil postpaid ticketing function**

For any journeys across more than one network undertaken by users with a Half-Fare travelcard, the BLS Mobil postpaid ticketing function automatically takes into account the day ticket fare (1st or 2nd class) if the price of the day ticket is lower than the total of all single journeys within the area of validity.

If on a particular day only journeys within one network are undertaken, a day ticket for that network is automatically taken into consideration if the price of the day ticket is lower than the total of all single journeys (with and without a Half-Fare travelcard).

Fare calculation takes place at 03:59 hours (billing period: 04:00 to 03:59 hours of the following day).

### **21.3 Purchasing tickets before boarding**

The user must purchase an individual ticket before boarding (prepaid ticket), validate a multiple-journey ticket or check in (post-paid ticketing function) before boarding. After boarding, tickets purchased using the BLS Mobil app become invalid. Before boarding, you must have completed the purchase or check-in procedure in its entirety. This is considered as being completed as soon as the individual ticket is available in the BLS Mobil app on the mobile phone. Before boarding, the user is obliged to make sure that they have the ticket to hand and that their mobile phone is sufficiently charged and operational.

### **21.4 Validity**

#### **21.4.1 Period of validity of prepaid tickets**

The purchased ticket is valid for the day defined as the date of travel when purchasing the ticket. When purchasing fare network tickets, additional time restrictions in accordance with the specific tariffs must be observed (e.g. a validity of 30 to 60 minutes). It is not possible to subsequently change or exchange purchased tickets. The earliest period during which tickets can be purchased with BLS Mobil is 60 days before the journey; shorter periods may apply when purchasing tickets for the fare networks.

The validity period of a multi-journey ticket is one year, for each individual trip the above regulations apply.

#### **21.4.2 Period of validity of postpaid tickets**

The post-paid ticket acquired using the check-in facility is valid for the entire journey, in other words from check-in to check-out.

### **21.5 Ticket inspection**

When prompted to do so by the ticket inspector during a ticket inspection, the user must launch the BLS Mobil app and display the digital ticket. If the user has a SwissPass (incl. Half-Fare travelcard and/or regional travelcard), it must be either presented digitally on their mobile telephone or in the form of the card itself. The user must show the ticket inspector the data displayed on the mobile telephone for the purpose of ticket inspections. If prompted, the user must hand over their mobile telephone to the ticket inspector so they can check the ticket's inspection elements and display levels. The ticket inspector is authorised to operate the mobile telephone in order to carry out an appropriate inspection. As part of the ticket inspection and upon being prompted, the user may be required to prove their identity by providing an official photo ID.



When validating a multi-trip ticket for fellow passengers, the customer must travel together with and in the immediate vicinity of the fellow passengers in question (the same start and end point). Fellow passengers who are not in the company of the customer with the valid electronic ticket on his/her mobile phone are travelling without a valid ticket.

### **21.6 Partially valid tickets**

Passengers will be deemed to be travelling with a partially valid ticket if they can produce a ticket which is valid yet insufficient in one of the following ways:

- Missing change of class
- Travelling via a different route
- Ticket for the wrong customer group (concession instead of adult)
- Valid ticket between two stops on the route travelled
- Period of validity for a single ticket has been exceeded by no more than half the allotted time

Passengers with a partially valid ticket must pay the reduced surcharge and the reduced fare flat-rate in accordance with the regulations governing the respectively applicable tariff (of the fare networks or the VöV; see Clause 21.1 above).

### **21.7 Invalid tickets**

If the user is unable to display the inspection element on BLS Mobil or if the inspection element cannot be checked due to the mobile phone not being up to date or functional (no existing mobile phone contract, no functioning SIM card, no battery, etc.), or due to an illegible display, the user will be treated as a passenger without a valid ticket.

The treatment of passengers without a valid ticket is regulated under the respectively applicable tariff of the fare network or the VöV (Tariff 600.5). The latter tariff also applies in the event that no separate regulation is in place at the fare network level.

### **21.8 Misuse and forgery**

In the event of misuse or forgery, the regulations of the respectively applicable tariffs (of the fare network or the VöV; see Clause 21.1 above) apply. In such instances, BLS AG also reserves the right to block the offending user from using BLS Mobil.

### **21.9 Refunds in the event of complaints with postpaid tickets**

Complaints about incorrect fare calculations by BLS Mobil with regard to postpaid tickets can be reported by the user to customer service within 12 months of the date of travel (Section 24). The difference will be refunded in cases where the fare was not calculated correctly and the user was charged through no fault of the user's own.

## **22. Changes to the tariffs and GTC**

BLS AG reserves the right to alter the information contained in BLS Mobil at any time. BLS AG can alter these GTC at any time. The fare networks and the VöV can alter the conditions of carriage and the tariffs at any time. Changes to these GTC become valid when the user accepts these in the course of an update of BLS Mobil or in any other form. If the user does not accept the GTC, they will no longer be able to use BLS Mobil. Changes to the conditions of carriage and the tariffs will become valid without the user's consent.

### **23. Applicable law and place of jurisdiction**

In the absence of other legal provisions to the contrary, the relationship between BLS AG and the user is exclusively subject to Swiss law. The sole place of jurisdiction, performance and enforcement – the latter only for people resident abroad – is Bern, unless otherwise provided by mandatory standards.

### **24. Questions and support**

For questions, technical issues or support relating to the use of BLS Mobil, the user can contact the following address:

BLS AG  
Customer Service  
Genfergasse 11  
CH-3001 Bern  
[Contact form](#)  
Tel. +41 (0)58 327 31 32 (daily 7am-7pm)