

# GENERAL TERMS AND CONDITIONS (GTC)

for using the ticketing app lezzgo (hereinafter referred to as lezzgo) from BLS Ltd for journeys within the geographical coverage of the app lezzgo.

## A TERMS OF USE

### 1. SCOPE OF APPLICATION

Lezzgo can be used to purchase tickets for direct transport («Direct Transport», DV) throughout Switzerland as well as tickets for the different fare networks. The geographical coverage of the app lezzgo can be checked on [www.lezzgo.ch](http://www.lezzgo.ch).

### 2. CONTRACTING PARTIES

The contract governing the purchase of an (electronic) ticket via lezzgo and the use of lezzgo 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 governing the use of lezzgo is made with BLS Ltd as the operator of the app.

### 3. APPLICABLE PROVISIONS

The purchase of (electronic) tickets and the transport of persons with lezzgo 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 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.voev.ch](http://www.voev.ch) and on the websites of the respective transport companies and fare networks. The use of lezzgo is subject to the following conditions.

### 4. HOW LEZZGO WORKS

Users check in at their departure point before starting their journey. At this moment in time, the user and transport company offering the service are concluding a transport contract. At the end of the journey, the user checks out or (if the user neglects to check out) the system does it for them. During the journey, the lezzgo app with the aid of the smartphone's own location services (WLAN, GPS. etc.) determines the route of the journey and therefore the basis for calculating fares. After checking out, the lezzgo app indicates the provisional ticket price according to the particular fare regulations that apply for the route travelled. At the end of regular service, the most favourable price ("Best possible price") for the routes travelled (according to the

range of products and services offered) is definitively calculated and charged. For ticket inspection purposes, the lezzgo app creates an electronic control element (authorisation to travel), which can be checked by ticket inspection personnel on the user's mobile phone. If the user fails to check out at the end of a journey, after the end of regular services, the system checks out for them, in order to facilitate daily charging for journeys undertaken.

## **5. DOWNLOAD**

The user can download lezzgo for free via the App Store and use it on Android and iOS devices. The use of lezzgo is governed by the present terms and conditions.

## **6. PAYMENT METHOD**

In order to purchase tickets via lezzgo, the user will require a valid payment method. The payment method needs to be stored during the registration process. The payment details are only stored by the payment service provider, and not on lezzgo or on lezzgo backend systems.

## **7. MOBILE DEVICE**

A compatible mobile telephone (smartphone) is needed to use lezzgo. Lezzgo can be used on iOS (Version 9 or newer) as well as on Android devices (Version 5.0 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 from check-in to check-out (including: device type/operating system, functioning SIM card, active location services, battery charged before travelling)

## **8. MOBILE PHONE NETWORK**

The functionality of lezzgo 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 lezzgo does require the activation of the smartphone's location services to calculate the ticket price by tracking periodically the user's location. At the latest before starting the journey, the user must have activated location services in the settings of their mobile phone. In the period between check-in and check-out, the user must keep their mobile phone switched on and capable of utilising the app. In particular, the user may not restrict stand-by mode for mobile data usage and the location services of their mobile phone, otherwise they will be regarded as not having a valid travelcard/ticket. 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**

BLS Ltd accepts the following payment methods:

- VISA
- Mastercard
- American Express
- PostFinance Card
- Reka-Card
- TWINT

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.

The payment will be taken at the end of the business day using the payment method stored in lezzgo. If the payment is not successful (for example due to a blocked credit card), the lezzgo app of the user will be blocked (check-in is not possible any longer).

## **11. MOBILE DATA CHARGES**

Depending on the mobile phone tariff being used, data transfer charges may arise when downloading and using lezzgo. 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. With the installation of lezzgo, BLS Ltd grants the user a single, non-transferable, non-exclusive licence for the appropriate use of lezzgo. Lezzgo may not be copied, nor may the user grant sublicences or any other rights pertaining to lezzgo to third parties in any other form. Neither the content of lezzgo 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 lezzgo.

## **13. TERMINATION**

BLS Ltd can terminate the licence agreement with the user at any time, and has the right to remove lezzgo from the market at any time. BLS Ltd also reserves the right to block individual users from using lezzgo in justified instances (e.g. in the event of misuse).

## **14. LIABILITY**

BLS Ltd has the right to alter the information contained in lezzgo 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 Ltd relating to the content, functionality and use of lezzgo, including liability for malware, is excluded to the extent permitted by law. If lezzgo or parts thereof becomes fully or partially non-functional due to technical reasons, and purchasing an (electronic) ticket is therefore not possible, BLS Ltd accepts no liability for any resulting damages.

## **15. DATA PROTECTION PROVISIONS**

BLS Ltd adheres to the EU 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 lezzgo 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**

BLS Ltd records and processes such (personal and travel) data only to the extent required for the use, operation and support of lezzgo and the purchase of electronic tickets using lezzgo. Data are shared with BLS Ltd's service providers (billing providers) and payment-method providers (only for billing purposes) where required for the operation of lezzgo. No personal and travel data are shared with additional third-party companies. BLS Ltd and its service providers use appropriate security systems to protect the data against foreseeable risks.

To the detection of abuse BLS Ltd is using 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.

For technical improvement of lezzgo anonymized crash data about technical bugs are collected and transmitted to a third party (Fabrics).

Furthermore, personal data in anonymised format as well as statistical data (e.g. sales, number of journeys undertaken) are used by BLS Ltd for the purposes of further developing and improving lezzgo.

For billing purposes, the electronic tickets purchased with lezzgo for public transport services are registered with BLS Ltd.

By using lezzgo, the user agrees to this data processing.

## **17. PERSONAL DATA**

On registration, BLS Ltd records the following personal information: surname, first name, date of birth, mobile phone number and e-mail address for contact purposes, as well as in combination with travel data for the purposes of customer support, billing and subsequent inspection. The user can demand the deletion of their personal data in the event that they uninstall lezzgo and/or no longer wish to use the app.

## **18. TRAVEL DATA**

Travel data consists of route and fare information that is identified by lezzgo 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 lezzgo app).

## **B PRICING TERMS AND CONDITIONS**

### **19. CHECK-IN AND CHECK-OUT**

While using the lezzgo app, ticket purchase and validation do not 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. Lezzgo 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 will be shown on the mobile phone display with an indication of the starting stop, date and time. This display shows that the user is entitled to commence his or her journey. For inspection purposes, a corresponding inspection element (travel entitlement) will be available. A successfully completed check-out will be shown on the mobile phone display with an indication of the end stop, date and time. 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 lezzgo 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. VERIFICATION**

The user of the lezzgo app 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.

### **21. CHANGING BETWEEN SERVICES**

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.

## **22. TICKET**

### **22.1 One ticket per passenger**

The lezzgo app 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.

### **22.2 Ticket/Ticket price**

The (electronic) travelcard or actual ticket price for the journey, with the aid of the lezzgo app, is based on the check-in and check-out, the travel information collected and the Pricing Terms & Conditions for the particular service (first or second class), whilst also taking into consideration any discounts set up in the app (Half-Fare travelcard) and taking into account the season tickets that the user has recorded in the lezzgo app before starting the journey (zone season ticket of a fare network, etc.).

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.

### **22.3 Validity**

#### **22.3.1 Tariff**

As long as nothing to the contrary is stated in the GCTC, for calculating the price of (electronic) travelcards with the lezzgo app, the fare regulations of the transport companies and fare networks operating within the area of validity of the lezzgo app, as well as those of Direct Transport (DT), shall apply. When calculating fares, the lezzgo app takes into consideration only the scheduled stops in the area of validity. Separate tickets must be purchased for travel beyond the area covered by the lezzgo app.

#### **22.3.2 Best possible price**

In the case of journeys outside the fare network area and in the case of users with a Half-Fare travelcard, the lezzgo app automatically takes into consideration the one-day travelcard (first or second class), if the price of the one-day travelcard is more favourable than the sum total of all individual journeys within the area of validity. If, during a single day, only journeys within a fare network are undertaken, the one-day travelcard of the fare network is automatically taken into consideration, if the price of the one-day travelcard is more favourable than the sum total of all individual journeys (with or without a Half-Fare travelcard). Price calculation takes place at 04:59 hours (billing period: 05:00 to 04:59 hours the following day).

### **22.4 Ticket inspection**

During ticket inspection, if requested by transport personnel, the user must start the lezzgo app and activate the menu item enabling the ticket to be viewed. Any Half-Fare and/or fare network travelcard or SwissPass must be shown together with the mobile phone. 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 inspectors are 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 obligated to prove their identity by providing a form of official photo ID.

## **22.5 Invalid travelcard**

If the user is unable to display the inspection element of lezzgo (e.g. in the case of cancelled credit cards or credit cards with too low a limit) 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.

## **22.6 Misuse and forgery**

In the event of misuse or forgery, the regulations of the respectively applicable tariffs apply. In such instances, BLS Ltd also reserves the right to block the offending user from using lezzgo.

## **22.7 Refunds in the event of complaints**

Complaints about incorrect fare calculations by lezzgo 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.

## **23. CHANGES TO THE TARIFFS AND GTC**

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

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

In the absence of other legal provisions to the contrary, the relationship between BLS Ltd 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.

## 25. QUESTIONS AND SUPPORT

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

lezzgo  
BLS Ltd  
Customer Service  
Mailbox  
CH-3001 Bern

Tel. +41 (0)58 327 31 32 (daily 7am-7pm)

Further information and FAQ: [www.lezzgo.ch](http://www.lezzgo.ch)