

General Commercial Terms and Conditions (GCTC) for use of the online shop of BLS LTD for travel within the Swiss public transport network with season tickets and travelpasses/tickets.

A TERMS & CONDITIONS OF USE

1. Area of application

The BLS online shop can be used to purchase season tickets (module; modular travelcard; point-to-point travelcard) and tickets for direct transport (DV) and regional fare networks in Switzerland. A SwissPass account or SwissPass is a prerequisite for purchasing season tickets.

Tickets for direct transport (DV) and regional fare networks in Switzerland can be purchased as an e-ticket.

2. Contracting parties

The transport contract comes into force between passengers (referred to hereinafter as "customers" or "users" and where the male form is used this also includes female travellers) and the transport company providing the actual transportation service with the purchase of season tickets/travelcards or (electronic) travelcards from the BLS online shop. The contract for using the BLS online shop comes into force with BLS LTD as operator of the online shop.

3. Applicable terms

For the purchase of season tickets/travelcards or (electronic) travelcards from the BLS online shop and the transportation of persons, the tariffs (fares) of the Swiss travel companies, in particular the "General Passenger Tariff T600" of the Swiss transport companies (referred to hereinafter as "Tariff 600") as well as network fares in Switzerland in the currently valid version, inclusive of the tariff and other regulations listed therein shall apply, as long as nothing else is defined by the current GCTC. 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.voev.ch or on the websites of the particular transport companies and fare networks.

The use of the BLS online shop is subject to the current terms and conditions.

4. Registration / SwissPass / Print@home tickets (electronic tickets) and screen on mobile phones

A SwissPass customer account is required to purchase season tickets in the BLS online shop, and the SwissPass can be used as a storage device for purchasing (electronic) tickets. The customer account for the online shop is separate from the SwissPass customer account, although the login details (user and password) are the same for both. This means that existing SwissPass login details can be used to register at the BLS online shop.

Users of the BLS online shop can print the electronic ticket as a Print@home ticket on standard white paper (A4 format), display it on their mobile phone as a screen ticket or store it on their SwissPass, enabling ticket inspectors to check it. The prerequisites are specified in the tariffs (see Tariff 600).

5. Payment methods

In order to purchase season tickets or travelcards from the BLS online shop, the user must have a valid means of payment (Point 6). The user has the option of entering his payment details for a single payment or saving them for future payments. Customers' payment details are only saved with the payment service provider and not the BLS online shop or back-end systems of BLS LTD.

6. Payment procedure and billing

The user must enter their payment details to make individual payments. It is currently still not possible to save payment details. The payment details are only stored by the payment service provider, and not in the BLS online shop or on BLS Ltd back-end systems. BLS Ltd accepts the following payment methods:

- VISA credit card
- Mastercard credit card
- American Express credit card
- PostFinance Card
- Payment against invoice

The customer 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 time of purchase.

6.1 Failure to pay when purchasing against invoice

If the user fails to make the payment when purchasing against invoice and if no payment is received by the allocated deadline even after two reminders have been sent, BLS Ltd is entitled to block the travelcard in question. The travelcard cannot be reactivated. A new purchase will be necessary in each instance. The user will still owe BLS Ltd payment for usage of the travelcard up to the point it was blocked. The debt collection department will be tasked with reclaiming this sum.

7. Browsers and mobile devices

The BLS online shop can be accessed with the browsers Chrome, Safari, Firefox and Internet Explorer.

For mobile use of the BLS online shop a compatible mobile phone (smartphone) is necessary. The BLS online shop can be used on Apple iOS (Version 8.0 and above) as well as Android devices (Version 4.3 and above). The user is responsible for ensuring that his mobile phone is protected against access by third parties and after purchasing a season ticket or travelcard from the BLS online shop is operational throughout the whole journey (including: device model/operating system; operational SIM card; device battery charged before the journey).

8. Mobile network charges

Depending on your particular contract, there could be charges involved for the data transfer when using the BLS online shop on mobile devices. The amount of these charges depends on the contract between the device user and service provider. Any charges will be billed to the user directly by the service provider.

9. Availability of the BLS online shop

BLS LTD is authorised to remove the BLS online shop from the market at any time. Over and above this, BLS LTD reserves the right, in justified cases (e.g. misuse), to block the BLS online shop to specific users.

10. Liability

BLS LTD can amend the information given in the BLS online shop at any time. In particular, the user is responsible for ensuring that his mobile phone and browser are protected against access by unauthorised persons. Any liability of BLS LTD in relation to the content, functionality and use of the BLS online shop, including liability for malware, as long as legally permissible, is excluded. If the

operation of the BLS online shop or parts thereof and therefore the purchase of season tickets or travelcards is not possible or limited for technical reasons, BLS LTD cannot accept any liability for any resulting losses.

11. Data protection regulations

In handling personal data, BLS Ltd complies with European and Swiss data protection provisions; in addition, attention is explicitly drawn to Clause 9 (Instructions for the handling of personal and customer data) of the T600 General Passenger Tariff of the Swiss Public Transport Companies.

12. Data collection and intended uses

BLS Ltd records and processes personal data only to the extent required for the use, operation and support of the BLS online shop and the purchase of season tickets or tickets via the BLS online shop. Data is shared with BLS Ltd's service providers (billing providers) and payment-method providers (only for billing purposes) where required for the operation of the BLS online shop. No data are shared with additional third-party companies. BLS Ltd and its service providers use appropriate security systems to protect data against foreseeable risks. Furthermore, personal data in anonymised form 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 the BLS online shop. The season tickets or tickets purchased via the BLS online shop are registered with BLS Ltd for billing purposes.

By using the BLS online shop, the user agrees to the data being processed in this way.

13. Personal data

The data of a SwissPass customer account (surname, first name, date of birth and e-mail address) will be saved as part of the SwissPass customer account as well as the BLS online shop login. The user can request the deletion of his personal data for the BLS online shop if he decides he no longer wants to use it. However, the Swiss Pass customer account will remain active.

B PRICING TERMS AND CONDITIONS

14. Season tickets and travelcards

14.1 Types of season ticket and travelcard

Based on the valid tariffs (Clause 14.3.1 below), both season tickets (point-to-point travelcards; modular travelcards; annual/monthly regional travelcards) and (electronic) tickets for direct transport (DV) and regional fare networks in Switzerland can be purchased. The conditions of the respective tariffs apply.

The purchase of tickets at group rates is not possible.

14.2 Season tickets and travelcard prices

The season ticket and travelcard price is based on current tariffs for Direct Transport or fare network season tickets or travelcards and the choice between first and second class, with or without a Half-Fare travelcard.

Before purchasing, the BLS online shop will inform the user of the purchase price of the season tickets or travelcards requested.

14.3 Validity

14.3.1 Tariff

The following tariffs apply:

- [Tariff 600 General Passenger Tariff](#)
- [Tariff 657 Modular travelcards](#)
- [Tariff 650 Point-to-point travelcards](#)
- [Tariffs of the respective fare networks](#)

14.3.2 Purchasing season tickets or travelcards before travelling

Users must purchase their season ticket or ticket at the latest before boarding the vehicle. Season tickets or tickets purchased via the BLS online shop after boarding the vehicle are invalid. The purchase process must be fully completed before boarding. It is complete as soon as the season ticket or ticket is available in the BLS online shop under "My orders" on the SwissPass or as an e-ticket on the mobile phone, or can be presented to ticket inspectors in print form (on white paper, A4 portrait format) in accordance with the provisions of the valid tariffs. Users are obligated to make sure the season ticket or ticket is available and that the device (mobile phone, tablet or computer) used for the purchase is functioning properly before they board the vehicle.

14.3.3 Period of validity

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

14.4 Inspection of season tickets and travelcards

During ticket and season ticket inspections and upon being prompted by the ticket inspector, users must present their season ticket or ticket on the SwissPass, as a screen on their mobile phone or printed on white paper in A4 portrait format. Electronic tickets and season tickets are personal and non-transferable. As part of the ticket inspection and upon being prompted, users may be required to prove their identity by providing an official photo ID (passport or ID card). In case of electronic concession tickets, the corresponding travelcard (e.g. Half-Fare travelcard, GA travelcard) must be presented. If the ticket is stored on the SwissPass, the latter must be presented upon being prompted by the ticket inspector.

14.5 Partially valid and invalid travelcards/season tickets

Passengers will be deemed to be travelling with a partially valid ticket if they can produce a ticket which is valid yet deemed to be insufficient in any of the cases specified in the applicable tariffs.

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 (see Clause 14.3.1 above).

If users are unable to display the inspection element (SwissPass, mobile phone or the printout of an electronic ticket) 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, users 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 fare network level.

14.6 Temporary SwissPass

If the first validity date of the season ticket or travelcard purchased is within 14 days of the completion of the purchase from the BLS online shop, the passenger can print out a Temporary SwissPass. The Temporary SwissPass does not enable use of partner services.

14.7 Misuse or counterfeiting

In the event of misuse or forgery, the regulations of the respectively applicable tariff (see Clause 14.3.1 above) apply. In such instances, BLS Ltd also reserves the right to block the offending customer from using the BLS online shop.

15. Amendments to tariffs and General Commercial Terms and Conditions (GCTC)

BLS LTD can amend the information given in the BLS online shop at any time. BLS LTD can amend these GCTC, or fare networks and Swiss transport companies can amend conditions of carriage and tariffs at any time. Amendments to these GCTC come into force if the user accepts them as part of a purchase made from the BLS online shop or in some other form. If the user does not accept them, then he cannot use the BLS online shop. Amendments to the conditions of carriage and tariffs come into force without requiring the consent of the user.

20. Applicable law and place of jurisdiction

In the absence of any other legal terms and conditions, the relationship between BLS LTD and the user is subject exclusively to Swiss Law. Exclusive place of jurisdiction, place of fulfilment as well as place of performance, the latter only for persons domiciled abroad, as long as mandatory standards do not provide any other ruling, shall be Bern.

21. Questions and support

In the event of any questions, technical faults or support required in the context of use of the BLS online shop, the user can contact the following address:

BLS LTD
Customer Service
Genfergasse 11
CH-3001 Bern
[Contact form](#)
Tel. 058 327 31 32 (open daily 07.00 – 19.00 hours)

General Commercial Terms and Conditions for the Leisure Services offered in the online shop of BLS LTD

A: TERMS & CONDITIONS OF USE

1. Area of application

These General Commercial Terms and Conditions govern the legal relationship between you and BLS LTD (referred to hereinafter as "BLS") for all leisure service orders placed on its online booking platform shop.bls.ch.

BLS reserves the right to amend these GCTC at any time without prior notice. The version at the time of the booking is valid (request for conclusion of contract by customer; please see below).

These GCTC do not apply to group travel contracts.

2. Contracting parties/BLS as agent with collection mandate

BLS acts exclusively as an agent with a collection mandate (travel agency contract between BLS and the provider of leisure services). It facilitates leisure services between customers and third-party service providers. The contracting party with the customer is the respective obliged/booked service provider. Only in the cases expressly designated below is this BLS itself (please see Services of BLS below).

The offers on the BLS Leisure Shop (shop.bls.ch) can be combined as individual components (public transport tickets, mountain railway tickets, admission tickets, etc.) to create a complete leisure excursion tailored to the individual requirements of the customer. BLS can accept no liability for the composition of the shopping basket or for the coordination of individual items with one another (in terms of time, place, etc.).

Also facilitated in the BLS Leisure Shop are so-called "Leisure Package Services". These services represent a leisure excursion already put together in advance by the service provider, comprising at least two tourist services, at a total price. If the customer chooses such a Leisure Package Service, he is concluding either a travel organisation contract or package travel contract with the service provider. A package travel contract is a specialised form of travel organisation contract and is subject to the provisions of the Package Travel Law. Such a service consists of a combination of at least two different services specified in advance (transport, accommodation or some other tourist service), which includes overnight accommodation or lasts longer than 24 hours.

BLS cannot accept any liability for the correct execution of individual services, as long as it is not the provider of the service itself. In this respect, the customer can only invoke the contract concluded with the service provider (mountain railway, museum, etc.) and its valid commercial terms and conditions. It is up to the customer to inform himself about this in an appropriate manner. BLS assists him in this respect with useful advice and cross-references at the end of these GCTC. Insofar as the customer is made aware of such contractual specifications here or at some other point on bls.ch, this takes place merely for information purposes; BLS has no obligations in any way as a result. Furthermore, services can include other advice and conditions that are also part of the content of the contract.

3. Applicable terms

3.1. General Terms and Conditions of use for the BLS Leisure Shop (shop.bls.ch)

All of the information about the service has been compiled by us with great care. We cannot accept any liability for changes that have arisen without our knowledge after approval by the service provider, as well as for any potential errors in the content, for which we apologise. BLS guarantees neither the stability nor the unlimited availability of the website and can therefore not be made liable for the consequences of interruptions to the booking process or the non-transmission of messages. Special attention has been given to making the user interface user-friendly. The customer is responsible for the correct use of the website, and especially the sales platform shop.bls.ch (known as the BLS Leisure Shop). He is responsible for the consequences of user errors himself.

3.2. Conclusion of contract, payment in advance, e-mail traffic

The products offered on the website represent a non-binding and non-obligatory sales offer and not a contractual offer.

If the customer orders services defined in the shopping basket of the BLS Leisure Shop, this represents a request for concluding a contract according to the individual shopping basket items (individual products). The customer is committed to his request for 24 hours, during which period an answer has to be sent by BLS to the e-mail address specified by the customer. Within this period of time, BLS checks as quickly as possible that advance payment (credit card cover) can be obtained and the definitive availability of the items ordered. Before a contract is concluded, it is possible that further information may be required, such as the actual travel date or information needed for a mandatory reservation. BLS notifies the customer by means of the display on the website (Success page) if the order procedure cannot be completed as applied for and interrupts the entire transaction (not accepted). The refusal of the request always affects the entire shopping basket, even if only one item ordered has initiated the problem. If payment and services are available, BLS concludes the individual contracts between service providers and the customer step-by-step and in accordance with its agency mandate. This means that BLS informs the customer using a display on the website (Success page) and sending an order acknowledgement by e-mail (accept all shopping basket items) and payment in advance is definitively taken. The reaction of BLS to the customer's request is regarded as having taken place as soon as the BLS system transfers the relevant data onto the internet. The point in time of the arrival of e-mail at the customer's address or the display of the Success page on the customer's client is irrelevant. If need be, he is obliged to ask BLS about the whereabouts of the reply, whereby the current order status is also available in his user account.

The transmission of e-mail messages over public networks is asymmetrical and susceptible to problems, takes place unprotected and can be intercepted, read and amended by third parties. Apart from content, the sender and recipient of the e-mail are also apparent to third parties. This also applies to e-mails used for communication with BLS. BLS is authorised by the customer to send him e-mails. BLS can accept no liability whatsoever for losses incurred as a result of erroneous, diverted or illicitly acquired e-mail transmissions. These terms also apply to other comparable, unprotected forms of communication, which are similar in terms of mode of operation and the risks involved, that may be used now or in the future.

Messages sent to addresses specified by the customer or addresses (namely e-mail addresses) already successfully used in traffic with BLS shall be regarded as having been delivered correctly. In the case of e-mails, the time at which they were sent by BLS is regarded as the delivery time.

3.3. Price, terms of payment

The price to be paid by the customer is the total price shown in the shopping basket in Swiss francs (CHF). Unless expressly mentioned differently, it includes all supplements, taxes and duties. Swiss Value Added Tax is factored in to all prices. The total price depends on the individual configuration of the leisure excursion and can therefore vary from the guide prices ("from CHF ..." and amounts in foreign currencies). Information given in EUROS is always non-binding and for comparison purposes only. We reserve the right to amend prices at any time. The customer must ensure that the shopping basket displayed to him is still up-to-date. After introduction of the order procedure, the customer is shown a summary of his request. The prices included are accepted as unalterable by the system for 30 minutes, after which the customer must start the order procedure again with the shopping basket for his own security.

Contracts according to individual shopping basket items are basically only concluded after automated advance payment has taken place according to the configuration of the online platform. As long as BLS has no confirmation of insurance cover, it will not consider the request of the customer. The customer and BLS are themselves responsible for all charges arising from the payment procedure.

The user must enter their payment details to make individual payments. It is currently still not possible to save payment details. The payment details are only stored by the payment service provider, and not in the BLS online shop or on BLS Ltd back-end systems. BLS Ltd accepts the following payment methods:

- VISA credit card
- Mastercard credit card
- American Express credit card
- PostFinance Card
- Payment against invoice

The customer 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 time of purchase.

The user can only select the payment type "Purchase against invoice" if they are a) at least 18 years of age and a resident of Switzerland or Liechtenstein, and b) wish to purchase at least one travelcard (in addition to a leisure offer, the shopping cart must also contain at least one travelcard). For purchases against invoice, BLS Ltd commissions Byjuno Ltd to take the payment. The payment transaction is processed by Byjuno Ltd and the user will receive the invoice directly to the e-mail address they provided when placing the order. Payment must be made directly to Byjuno Ltd. The currently valid terms and conditions of Byjuno Ltd apply. The user acknowledges that Byjuno Ltd will conduct a credit check beforehand.

3.4. Failure to pay when purchasing against invoice

If the customer fails to make the payment when purchasing against invoice and if no payment is received by the allocated deadline even after two reminders have been sent, BLS Ltd is entitled to block the travelcard in question and cancel the leisure offer. The purchases cannot be reactivated. A new purchase will be necessary in each instance. The user will still owe BLS Ltd payment for usage of the travelcard up to the point it was blocked. The debt collection department will be tasked with reclaiming this sum.

3.5. Delivery of vouchers/e-tickets and rechargeable data media

The order acknowledgement is regarded as a receipt for the contracts concluded but cannot, however, be used as proof of purchase of the service (voucher, ticket, e-ticket). A link on the order acknowledgement leads to the customer's user account, where he – depending on the product – can download the necessary documents or top up a data medium.

Proof of purchase is not physically issued. Vouchers, tickets and e-tickets are to be printed at home by the customer for their designated use, to be loaded onto the SwissPass or mobile device in situ. The duplication, modification or reproduction of any proof of purchase is forbidden.

In any case, the customer is responsible for protecting his proof of purchase (vouchers) against theft or unauthorised duplication. He must make sure that non-personalised services are ascribed to the person who first shows the valid document. Subsequent proof that the person presenting the document is not the same person as the purchaser/customer is of no relevance to BLS or the service provider for whom it is acting as agent. The customer must make sure that, when showing his proof of purchase with a mobile device in situ, the device is fully functional (i.e. the battery fully charged).

Documents printed out by the customer as proof of purchase must be presented in a dry, clean, undamaged, uncreased and therefore legible condition. They can feature a bar-code which can be scanned electronically. Documents must not be folded in the area of the bar-code.

Forgotten/lost documents/vouchers/e-tickets/SwissPasses, Half-Fare or GA travelcards, Point-to-point travelcards or public transport tickets must be repurchased on-the-spot at the normal price. The difference between lost tickets and replacements cannot be reimbursed.

3.6. General conditions

BLS has no influence on structural measures, emission sources, etc. located close to one of the places described and accordingly cannot assume any guarantees. BLS also has no basic influence on the general service quality and food quality in local restaurants, on the organisation and execution of the events advertised at the travel destination or on individual sports facilities (as long as not expressly part of the service offered).

3.7. Cancellations

Services acquired by ordering with the shopping basket cannot be cancelled or called off. The terms and conditions of the individual contractual relationships govern any exceptions.

Even with meticulous organisation, compliance with timetables cannot be guaranteed. In particular, in the event of Acts of God, official measures, strikes or unforeseeable circumstances, BLS is authorised to alter the programme or individual services without compensation as a result. BLS will inform you immediately about such changes and any possible effects on the price.

3.6.1 Handling of goodwill cases by BLS

In the event of difficulties during the booking process or if you wish to make a cancellation, please contact BLS Customer Service (BLS LTD, Customer Service, Genfergasse 11, CH-3001 Bern, Tel. 058 327 31 32, open daily from 07.00 to 19.00 hours, BLS.ch/kundendienst). In isolated cases, BLS will examine whether cancellation with refund of the price is possible, as long as the cancellation can be processed up to 24 hours before the date of travel:

- In the case of double bookings (identical ticket date, surname and first name of ticket holder; online tickets with an incorrect date, as long as the journey to the place indicated on the ticket, at the point in time of the reimbursement, is no longer possible according to the timetable on that day. This also applies for a leisure activity, which can no longer be obtained at the point in time of the reimbursement. Reimbursement can only verifiably take place in the event of the subsequent purchase of the correct ticket);
- Verified inability to travel (illness, accident or death);
- Verified non-procurement of a partial service, because the provider was not able to provide his service at short notice.
- In the case of persons who are travelling in twos or with a family (parents with child), all tickets will be reimbursed, as long as there is proof that nobody has travelled.

4. Services of BLS

4.1. Travel by public transport

Information on the purchase and use of tickets for public transport (rail, bus, boat) in Switzerland can be found in the General Commercial Terms and Conditions (GCTC) on the use of the online shop of BLS LTD for travel within the Swiss public transport network (please see below).

4.2. Leisure Package Services

If a leisure excursion arranged in advance by a service provider consists of a service and conveyance by public transport, for the public transport ticket the appropriately applicable tariffs of the public transport company and/or the GCTC governing use of the BLS LTD online shop for journeys within the Swiss public transport network shall apply (please see below).

5. Liability

5.1. Liability to customers

When acting as an agent for the services of other service providers or in the capacity of service provider itself, BLS can only accept liability for losses caused by gross negligence. Liability is limited to immediate losses and as a maximum the specified price of the appropriate service.

The service provider alone is liable for the proper fulfilment of the service itself.

Liability as a result of non-fulfilment or improper fulfilment of a package travel contract is determined by the authoritative provisions of the Package Travel Law.

5.2. Liability of the customer

The customer is fully liable to BLS for all losses he has culpably caused BLS during provision of the service. Liability to the service provider is governed in the contract between customer and provider or in the applicable Commercial Terms and Conditions.

5.3. Exemption from liability

BLS cannot accept any liability for information on services advertised in the BLS Leisure Shop or for services provided by other service providers. We would refer you to the liability conditions of the respective service providers. The customer is responsible for personal insurance cover (accident and health insurance).

BLS can accept no liability for losses relating to excursions or events booked by the customer himself on-the-spot in the middle of his trip. This also applies if the relevant documentation is present in an attachment that is attributable to BLS or is described on the website.

Exceptionally, the right to or possibility of cancellation, withdrawal or to return goods can be claimed (please see section 3.6.1 above), and unless subject to any different mandatory statutory regulations, the following shall apply: the customer has already been reimbursed with amounts paid. Further claims by the customer, in particular claims for compensation because of consequential damages and lost profits, are excluded.

BLS can accept no liability for the consequences of interruptions to the booking process or the non-transmission of messages, nor for losses that have arisen as a result of erroneous, diverted or illicitly acquired e-mail transmissions.

In any case, the customer is responsible for protecting his proof of purchase (vouchers) against theft or unauthorised duplication.

5.4. Complaints

If the customer has cause for complaint during the journey, he must make BLS or the service provider aware of this immediately. Over and above this, the customer is obliged to do everything possible to contribute towards solving the problem and keeping any possible losses to a minimum. BLS will assist the customer in being able to utilise the leisure service purchased. Goodwill cases are covered in section 3.6.1.

In the event of complaints relating to package travel, BLS must be notified without fail immediately. Article 12 of the Package Travel Act applies.

6. Data protection regulations

6.1. Collection of customer data

When dealing with personal data, BLS LTD complies with applicable data protection regulations. It is authorised to collect, save and process the customer's personal data required as part of the business relationship, as long as, and to the extent that, this data is necessary for providing the services offered and taking into consideration appropriate duty of care when handling sensitive customer data.

6.2 Optimisation of the BLS Online Leisure Shop

In order to optimise the BLS Online Leisure Shop, personal data and statistical data are utilised in anonymised form by BLS (e.g. turnover, number of services booked). In addition, during use of the online shop tracking data is collected anonymously and sent 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. The user of the shop.bls.ch platform agrees to this data processing by using the shop.

6.3 Data dissemination to third parties

As long as it is necessary to provide a service, data is transferred to the service providers of BLS as well as to providers of payment systems (only billed amounts).

BLS is therefore authorised to subcontract the running of the BLS Online Leisure Shop to third parties at home and abroad, as well as in countries which do not have reasonable data protection. In these cases, BLS contractually ensures reasonable protection with the third parties according to relevant laws in Switzerland.

BLS and its service providers use appropriate security systems to protect data from foreseeable risks.

By using the BLS online shop, the customer agrees to this data processing.

7. Final provisions

7.1. Applicable law and place of jurisdiction

In the absence of any other legal provisions, the relationship between BLS and the customer is subject exclusively to Swiss Law. The exclusive place of jurisdiction and place of performance (only for persons domiciled abroad), as long as mandatory standards do not provide any other ruling, shall be Bern.

7.2. Questions and support

In the event of any questions, technical faults or support required in the context of use of the BLS Online Leisure Shop, the customer can contact the following address: BLS LTD, Customer Service, Genfergasse 11, CH-3001 Bern, Contact form [bls.ch/kundendienst](https://www.bls.ch/kundendienst), Tel. 058 327 31 32 (open daily 07.00 - 19.00 hours)

APPENDIX: INSTRUCTIONS TO INDIVIDUAL SERVICE PROVIDERS

The following further contract points/sections and appendices, as well as all the documents referenced in this table by hyperlinks, are contractual components of this Agreement:

Appendix 1	General Commercial Terms and Conditions (GCTC) for use of the online shop of BLS LTD for travel within the Swiss public transport network; https://www.bls.ch/-/media/bls/pdf/agb/agb-bls-webshop-abonnemente.pdf?la=de&vs=1
Appendix 2	Package Travel Law; SR 944.3; https://www.admin.ch/opc/de/classified-compilation/19930203/index.html