TERMS AND CONDITIONS OF SALE

Terms and conditions of sale for public transport travel cards purchased from the TPF webshop.

Issued September 2018
1. SCOPE

These terms and conditions of sale (hereinafter: T&Cs) govern the relationship between Transports publics fribourgeois Trafic (TPF TRAFIC) SA (hereinafter: TPF) and customers (hereinafter: the customer) purchasing public transport travel cards from the TPF webshop.

2. PRODUCTS, ADDITIONAL PROVISIONS, PERSONAL DATA (SWISSPASS REGISTRATION), PRICES AND DISCOUNTS, MOBILE PHONE CHARGES

2.1 Products

Products are made available in the TPF webshop and are defined by TPF. In addition to these products, TPF chooses payment service providers through which the products offered can be paid for. The list of payment service providers is available from the TPF webshop. (shop.tpf.ch or tpf.ch).

2.2 Applicable fare provisions

The fares of Swiss transport companies, including the "T600 General Passenger Fare" of Swiss transport companies (hereinafter: Fare 600) as well as the conditions of Swiss fare networks (T651.4 Frimobil, T651.22 Mobilis and the "T650 Point-to-point Travel card Fare") in force apply to purchases of travel cards from the TPF webshop and to the carriage of passengers. Fares and related provisions inclusively apply, unless otherwise provided for in these T&Cs. Information on these fares is available from the sales outlets of transport companies participating in the Frimobil and Mobilis fare networks and online at www.utp.ch or the website of the transport company or fare network concerned.

2.3 Personal data (SwissPass login credentials)

To purchase travel cards from the TPF webshop, a SwissPass account is required. The webshop account and the SwissPass account are separate but use the same login credentials (user name and password). This means that it is possible to create an account with the TPF webshop using existing SwissPass credentials. Users who do not yet have a SwissPass account can register for a SwissPass or a SwissPass account during the purchase process once they have chosen their travel card, using the registration form on www.swisspass.ch. Once registration is complete, users will receive a confirmation email from SwissPass.

2.4 Fares and discounts

Prices depend on the fare provisions in force. Prices are per item selected and given in Swiss francs. VAT is included in all prices quoted. The price of the travel card will be debited by the financial institution in accordance with the payment method chosen by the customer. The contract between the financial institution and the customer shall prevail. The list of payment methods accepted by the TPF webshop is available from shop.tpf.ch and tpf.ch.

2.5 Data charges

The user may incur data charges when purchasing a travel card from the TPF webshop. These charges will depend on the user's contract with the service provided concerned. Charges are directly billed to the user by the service provider.

2.6 Changes to products and fares

TPF reserves the right to change products and prices at any time to bring them into line with fare provisions in force.
3. TERMS OF USE

3.1 Browser and mobile device
The TPF webshop can be accessed using the latest versions of the Chrome, Safari, Firefox, Internet Explorer and Edge browsers, either on traditional devices (desktop or laptop computer) or on mobile devices (smartphone or tablet). To use the webshop while travelling, a mobile device is required. The webshop is accessible using devices running iOS (version 8.0 and later) and Android (version 4.3 and later). Users making purchases on a mobile device are responsible for preventing third parties from accessing their mobile phone, tablet or laptop computer.

3.2 Availability of the TPF webshop
TPF reserves the right to withdraw the travel card from the TPF webshop at any time. Travel cards will remain valid, but it will no longer be possible to renew them through the TPF webshop. TPF also reserves the right to block access to the TPF webshop by certain users on reasonable grounds (e.g. in the event of misuse).

3.3 Liability
TPF may at any time change the information featured on the travel card sold through the TPF webshop. Users are responsible for protecting their device and browser from any unauthorised access by third parties. TPF declines all liability regarding the content, functionality and use of the TPF webshop, including liability in the event of malware action, where no wilful misconduct or gross negligence can be proven. If the functionality of the TPF webshop or a part thereof is limited and the purchase of travel cards is not possible or is limited for technical reasons, TPF declines all liability for any damages that may result.

3.4 Refunds and exchanges
The provisions applicable to the fare in force for the travel card, as per section 2.2, apply to refunds and exchanges of travel cards.

4. COMPLAINTS
Any complaint regarding a travel card must be made in writing to the contact address given in section 10 of this document within 14 days of purchase. Complaints regarding debit advice for the chosen payment method must be made to the payment service provider concerned. If the complaint concerns the incorrect processing by TPF of a purchase, customers are entitled, at most, to reimbursement of the amount they can prove they have wrongly paid. No reimbursement will be made if the processing error is the fault of the payment service provider concerned.

Furthermore, TPF declines all liability to the customer or third parties in the event of non-performance or improper performance of the contractual obligations, unless this is the result of an intentional act or gross negligence. The burden of proof lies on the party claiming compensation from TPF. TPF declines any liability for indirect or consequential damages, data loss, damages caused to third parties or loss of earnings. TPF’s records of customer purchases are deemed to be correct unless otherwise notified.

5. DATA PROTECTION
When collecting and processing data provided by the customer, TPF complies with Swiss data protection legislation. Section 9 (Guidelines on the processing of personal and customer data) of the T600 General Passenger Fare shall apply.

6. DATA COLLECTION AND USE

TPF only collects and processes the data necessary for using, managing, supporting and purchasing travel cards from the TPF webshop. Where necessary for managing the travel card webshop, data is shared with service providers (such as discount partners, payment service providers, SwissPass card manufacturers and the service responsible for renewal emails).

As per its contractual obligations, TPF stores data in Switzerland to ensure that Swiss data protection standards are met by third parties. No data is shared with third parties unless it is directly related to managing the travel card webshop. Data generated by the travel card webshop that is used for statistical analysis is anonymised. By using the travel card webshop, users consent to the processing of their data as described above. Any use of data for the purposes of personalised marketing requires the express consent of the customer in the travel card webshop.

7. DATA SECURITY

TPF protects the personal data it collects against unauthorised access and loss using state-of-the-art technology. Data is transferred via an internet connection established with the customer's devices. The clauses on data protection and data security shall apply.

8. FARE PROVISIONS

8.1 Types of travel card
In the TPF webshop, the following travel cards can be purchased at the fare prices in force (section 8.3.1):
- Travel card for the Frimobil fare network for 1 year or 1 month
- Travel card for the Mobilis fare network for 1 year or 1 month
- Travel card for point-to-point journeys for 1 year or 1 month

The travel card offering is updated regularly.
8.2 Travel card prices

The price of a travel card is based on fares for direct traffic and fare network fares, the travel class (1st or 2nd) and the customer group concerned. The price of the travel card chosen is displayed in the webshop based on this criteria.

8.3 Validity

8.3.1 Fare
- The following fares apply:
  - T650 Point-to-point travel card Fare
  - The fares of each network (T651.00 – T651.30)
  - T600 General Passenger Fare

8.3.2 Purchase of travel cards before boarding
The user must hold a travel card before boarding. Travel cards purchased after boarding are not valid for that journey. Only purchases made before boarding are valid for that journey. The purchasing process is deemed to be complete once the travel card that has been purchased appears in the TPF webshop under "My travel cards".

8.3.3 Duration of validity
Travel cards are valid for the period defined at the time of purchase. Further changes or exchanges are only possible if permitted under the general fare or fare network fare applicable to the travel card concerned.

8.4 Travel card inspection
In the event of a travel card inspection, users must, if requested by a ticket inspector, present their SwissPass travel card or the relevant temporary travel card. During a ticket inspection, users may be asked to prove their identity with an official photographic identity document.

8.5 Temporary travel card
If users do not yet have a SwissPass and the validity period of the travel card purchased begins in the 14 days following purchase, they can print a temporary travel card. Temporary travel cards do not allow the use of partner services.

8.6 Invalid tickets
If a passenger is unable to show a valid ticket or SwissPass, the provisions for "Passengers without a valid ticket" shall apply. These provisions are outlined in document T600.5 and apply in fare networks in the absence of separate provisions applicable to the fare network concerned.

8.7 Misuse or falsification
In the event of misuse or falsification, the provisions of the applicable fare shall apply (see section 8.3.1). In such cases, TPF reserves the right to ban the user from using the webshop.

9. OTHER PROVISIONS

9.1 Legally binding publication
The legally binding terms and conditions, which are an integral part of the contract, are published in electronic form and can be viewed on tpf.ch. The electronically published T&Cs shall prevail. The paper version of the T&Cs shall only be legally binding if it is identical to the latest electronic version.

TPF may change these T&Cs at any time. Likewise, fare networks and Swiss transport companies may change conditions of carriage and fares at any time. The new version will be published online. Changes made to these T&Cs are effective as soon as the user accepts them when making a purchase from the TPF webshop. Users who do not accept these T&Cs will not be able to make purchases from the TPF webshop.

9.2 Partial invalidity
If all or part of the provisions in these T&Cs is held to be invalid, the remaining provisions shall not be affected. If necessary, the invalid clause shall be replaced by a new clause whose content reflects as closely as possible the economic objectives pursued by the parties. The same rule applies to any omissions in the contract.

9.3 Applicable law and jurisdiction
The purchase of a travel card from the TPF webshop involves entering into a contract governed by Swiss law. To the extent permitted by law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply, nor shall the conflict-of-law provisions of the Swiss Federal Law on Private International Law (LDIP, RS 291). The competent jurisdiction is Fribourg. Furthermore, unless otherwise specified, Fribourg is the place of performance and enforcement for customers who are not Swiss residents.

10. CONTACT ADDRESS
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