COMPAGNIE DU CHEMIN DE FER MONTREUX OBERLAND BERNOIS

1 General, Fields of application

The applicable and currently valid tariffs of the Swiss transport service providers, and in particular the «General passenger-fare tariff T600» of the Swiss transport service providers and the standard international tariff «Convention concerning the use and reservation of places (TCV) T710.1», which may be viewed at staffed sales offices and online, shall apply to the carriage of persons with online tickets/online reservations.

General passenger-fare tariff T600

Convention concerning the use and reservation of places (TCV) $\ensuremath{\mathsf{T710.1}}$

The following conditions are an extract from these tariffs and detail the main provisions regulating relations between the holder of an electronic ticket or online reservation (hereafter referred to as the «customer») and the Swiss transport service providers (hereafter KTU), represented by Chemin de fer Montreux Oberland Bernois SA (hereafter MOB).

The provisions do NOT apply to ticket offers from an association or an individual transport company (KTU).

All electronic tickets and online reservations are stored in a central dossier, and copies are available (see T600, section 41.06).

2 Duty to provide evidence of identity

Passengers must show identification when electronic tickets are checked. These tickets are therefore personal and nontransferable. They are valid only in conjunction with the customer's official and valid means of personal identification (passport or identity card) which must be presented to a ticket inspector.

For journeys within Switzerland, a valid half-fare card or GA travelcard may be presented in place of official ID. In the case of discount fares, the relevant travelcard (e.g. half-fare card) must be presented. A linked SwissPass only needs to be presented at the request of a ticket inspector.

3 Validity rules

The date of travel is specified when ordering and purchasing electronic tickets and making online reservations. Purchased tickets are valid for a single journey on a specific calendar day only. The validity period may differ from that of tickets bought at a ticket counter or ticket machine. Electronic tickets may be purchased from mob.ch 60 days before travel at the most; online reservations may be purchased in advance for the whole of the current timetable period. The advance purchase period can be shorter in the case of transactions dated 1st June or early December.

In the case of tickets that are valid for several days, return journeys must be made on the day specified when purchasing or ordering the ticket.

Where online reservations include accompanying passengers, journeys must be taken together.

4 Ticket inspection rules

4.1 On-screen inspections

On demand, mobile devices must be handed to inspectors for ticket checking purposes. Inspectors have the right to operate a mobile device to carry out a proper check. Customers must be in

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possession of a ticket before embarking on travel (i.e. actual departure of train). The purchase/order process must be completed before the actual train departure, and the ticket must be visible on the screen or available within an app on the mobile device; otherwise, the passenger will be liable to pay a surcharge in accordance with T600.5, section 30.00 (excluding the fare).

4.2 Paper ticket inspections

Full printouts in A4 format must be presented to ticket inspectors. Printouts must be full size (not resized) and printed in portrait mode on plain white A4 paper using a high-resolution laser or inkjet printer. Tickets printed using a fax machine or other device are not accepted as valid; neither are copied tickets. The 12-digit OT number in the top right corner of the ticket must be clearly legible.

Email confirmations sent by MOB are NOT valid as tickets. The advertising material making up the bottom third of the ticket may be omitted. Tickets that are (partly) illegible are not valid for travel; passengers will be regarded as passengers without a valid ticket under the terms of tariff 600, section 6.

5 Refund rules

5.1 Electronic tickets

Electronic tickets may be refunded in line with T600.9 (only in German). There is a charge for reimbursements.

5.1.1 Online tickets

Where a ticket is purchased but not used in line with the conditions outlined above, a refund claim may be submitted by mail at info@mob.ch.

Important: the relevant ticket or order number must also be supplied.

5.1.2 Refund at the station

Tickets for refund may be presented at the station on a mobile device or in printed form.

5.2 Online reservations

Online reservations cannot generally be refunded. However, reimbursements are possible in the following cases:

Verified incapacity to travel (illness, accident or death).

In these cases, a refund claim must be completed and the relevant supporting documents for the refund must be attached.

6 Data protection regulations

Please take note of our data protection statement.

7 Securing revenue/countering misuse

Customer data and travelcard data is required and processed for the purposes of securing revenue (checking the validity of tickets/travelcards, collection, countering misuse, etc.). To support the entire ticket checking process, Swiss transport service providers are entitled to process all data (ticket data, control data and any sensitive data linked to potential misuse) of the traveller or contracting partner, and, in the case of (cross-border) international tickets or travelcards, to liaise with other transport service providers in order to verify validity and prevent misuse.



The traveller or contracting partner acknowledge that where misuse or falsifications are ascertained, the Swiss transport service providers shall be entitled to share relevant personal data and customer data (which may be sensitive and no longer anonymised) with all internal offices and external transport service providers affected by the misuse with a view to preventing future misuse. Personal and customer data relating to lawfully convicted passengers or contracting partners may be exchanged with internal and external transport service providers for the purposes of prevention in particular. Proper access to sensitive personal and customer data under data protection law remains assured. MOB reserves the right to evaluate the personal usage of promotional codes.

8 Changes to tariffs and general terms and conditions

The latest applicable version of the general terms and conditions shall apply. The KTU may amend its tariffs and its terms and conditions at any time.

9 Applicable law and place of jurisdiction

Swiss law applies exclusively. Unless otherwise stipulated by statutory provisions, the place of fulfilment, place of performance (the latter only for persons residing outside Switzerland) and sole place of jurisdiction for all disputes arising in connection with these general terms and conditions shall be Chur.

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