

Terms and conditions for Rejsekort as an app Valid from 2 April 2024 Version 1



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Terms and conditions for Rejsekort as an app

Rejsekort as an app is a mobile application (in the following called 'app' or 'the app') developed by Rejsekort & Rejseplan A/S for Android and iOS smartphones (in the following called 'mobile devices'). Rejsekort as an app can be downloaded free of charge from the Google Play and App Store download platforms.

Rejsekort as an app is offered and owned by Rejsekort & Rejseplan A/S, Automatikvej 1, 1., DK-2860 Søborg, CVR no. 27332072.

By using Rejsekort as an app, you accept these terms and conditions. We therefore recommend that you read the terms and conditions carefully before using the app.

1. General information about Rejsekort as an app

In Rejsekort as an app, you can buy travel documents (tickets) for public transport in Denmark. Purchases of travel documents are made by checking in on the app before you start your journey (before you get on a means of public transport) and checking out when the journey has ended (after you have gotten off a means of public transport). Once you have checked out, a ticket price covering the concluded journey will be calculated based on your public transport travel activity. In the app, you can view your travel history and your purchase history, and you can see your provided personal data under Settings. Rejsekort as an app is a standalone system that is not connected to the physical chip based Rejsekort travel card system. Your personal data, any earned discount level and travel history will not be shared between the two systems.

To be able to use Rejsekort as an app, you must create a personal profile in the app. To create a profile, it is necessary for us to process certain personal data about you. You are responsible for ensuring that the data are correct and up to date. You can read more about our processing of your personal data in the Privacy Policy for Rejsekort as an app. You will find the Privacy Policy directly in the app and on our website www.rejsekort.dk.

To be able to use Rejsekort as an app, you must register a valid means of payment in the app. The app only allows you to check in when you have a means of payment linked to it. Check in is not possible if the registered means of payment is blocked.

2. Travel Regulations

When you use Rejsekort as an app, these terms and conditions and the Joint National Travel Regulations apply. In the Joint National Travel Regulations, you will find information about through tickets, travel time guarantee or travel guarantee, compensation for delays, replacement transport, liability for damages etc. Read more about the Joint National Travel Regulations here.

3. Tickets and validity

In Rejsekort as an app, you can buy travel documents (tickets) for use in the affiliated transport companies' means of transport in Denmark. You can also use the app on Skånetrafiken's trains in Denmark and selected stations in Sweden (Malmö C., Hyllie St. and Triangeln St.) as well as on a single bus route in Northern Germany (Bus line 110 Sønderborg-Flensborg).

The ticket price depends on customer type, possible volume discount, mode of transport, choice of route and time of start and end of the journey. For more information about this, see the transport companies' rules on fares, which can be found at www.rejsekort.dk 'Prisblad for rejser' (Price list for journeys).

The affiliated transport companies are:



- GoCollective, Skøjtevej 26, DK-2770 Kastrup, www.GoCollective.dk
- Trafikselskabet Movia, Gammel Køge Landevej 3, DK-2500 Valby, www.moviatrafik.dk
- DSB, Telegade 2, DK-2630 Taastrup, <u>www.dsb.dk</u>
- Metroselskabet, Metrovej 5, DK-2300 Copenhagen S, www.m.dk
- Fynbus, Tolderlundsvej 9, DK-5000 Odense C, www.fynbus.dk
- Nordjyllands Trafikselskab, J. F. Kennedys Plads 1T, 3. sal, 9000 Aalborg www.NTRejse.dk
- Midttrafik, Søren Nymarks Vej 3, DK-8270 Højbjerg, www.midttrafik.dk
- Sydtrafik, Banegårdspladsen 5, DK-6600 Vejen, www.sydtrafik.dk

The electronic tickets in the app are personal, they are non-transferable and cannot be sent to another mobile device. You must not let others use your profile to purchase travel documents.

3.1. Check in and check out

Rejsekort as an app works based on a principle of check in and check out. The registration of your location information begins already when you open the app. At check in (by swiping the button to the right), your location will be registered, and you have a valid travel permit (ticket). A successful check in will be confirmed by the app on your mobile device, and the ticket will be delivered in the form of a QR code in the app, which is available by tapping 'View ticket'. If it is not possible to check in due to technical problems, an error message will appear on your mobile device. In this case, you must purchase a ticket in another way, otherwise you will be regarded as travelling without a valid ticket.

After check out (by swiping the button to the left), the app calculates the price of the journey based on your travel activity. It is your duty to ensure that you check out correctly.

You must check in before boarding the means of transport. If you check in only after boarding the means of transport, this may be regarded as fraudulent use of the system. If it is assessed that there is a case of fraudulent use, your electronic ticket will be invalid, and you will be regarded as travelling without a valid ticket. If you travel without a valid ticket, you may be subject to an inspection fee in connection with a ticket inspection. fraudulent behaviour can also be sanctioned in accordance with the rules on this. For further details on the consequences of fraudulent behaviour, see section 13 below.

You check out in the app after you get off the means of transport. Once you have checked out, the validity of the ticket ends and the price of the journey is calculated. If you change means of transport to continue your journey, you do not need to check out. You will only need to check out once your entire journey has been concluded. If you check out during the journey, this may be regarded as fraudulent use of the system. fraudulent behaviour can be sanctioned in accordance with the rules on this. For further details on the consequences of abuse, see section 13 below.

There may be situations where you can check in and check out during the journey. If you have other valid travel documents for part of the journey, for example in the form of a commuter card, you can check in and out during the journey, provided that you have valid travel documents for the whole journey.

If Rejsekort as an app calculates, using the built-in sensors in your phone, that you are in all likelihood not travelling any further, but you have not checked out, a warning will be displayed on your mobile device. You will be notified that you may have forgotten to check out. A prerequisite for the warning to be displayed is that you allow notifications on your mobile device.

If, for technical reasons, it is not possible to check out after your journey has ended, you must contact Rejsekort Customer Services as soon as possible and provide detailed information about the journey, including the place and time at which the journey was concluded.

3.2. Prerequisites for purchasing electronic tickets



To purchase electronic tickets in Rejsekort as an app, the following conditions must be met:

- 1) You must have downloaded and installed the app on a mobile device and completed the creation of a profile and be logged in on the device.
- 2) You must have added a valid means of payment.
- 3) The mobile device you are using must have a 'non-rooted' Android (Google) or iOS (Apple) operating system without 'jailbreak'. The minimum version of the operating system required to run the app is shown in App Store (on iPhone) and Google Play (on Android). This information is also available on www.rejsekort.dk.
- 4) Your mobile device must have an enabled operational SIM card to ensure that it can receive mobile data via a mobile phone network.
- 5) The location services (high accuracy) must, as a minimum, be enabled on your mobile device before you check in prior to the start of your journey and until the conclusion of your journey and after you have checked out. For iOS devices, it is a requirement that permission for location is granted as 'always', whereas Android devices only need the permission 'when using the app'.
- You must have enabled the access of the app to the movement sensors built into your mobile device.

For location services, Rejsekort as an app uses the built-in sensors in the mobile device and the installed software. You are responsible for ensuring that your mobile device has sufficient battery power throughout the journey.

You can only check in and check out when there is a data connection.

If a payment cannot be made, for example because the registered means of payment has been blocked, you will subsequently not be able to check in again until the outstanding payment has been made and a valid means of payment has been registered in the app.

3.3. Validity

The validity period for travel documents purchased in Rejsekort as an app starts from the time of check in and ends at the time of check out. It is not possible to extend the validity period once you have checked out.

Electronic tickets include information about the departure station/departure stop, the validity of the ticket (check-in date and time), the relevant time on your mobile device, data about you in the form of name, date of birth and customer type.

If the mobile connection is interrupted during the journey (after check in) due to technical problems or if the app is no longer working (if, for example, the battery runs out of power or there is a system crash), you are automatically checked out after 15 minutes, and your ticket becomes invalid. If the mobile connection is restored within 15 minutes or the app starts functioning again (for example by restarting the system), the ticket will remain valid until you check out yourself. Disabling the location services or enabling flight mode is not permitted and will result in an immediate automatic check out.

The tracking of movement and location data ends as fast as possible after check out, once the system has enough data to precisely determine the location where the check out was performed. In areas with bad cell phone connection this process might take longer than in areas with better cell phone connection. The location data registered after check out will only be analysed in anonymised form.

3.4. Age requirements

You must be 18 years old to use version 1 of Rejsekort as an app.



3.5. Customer type

You can use the customer type 'Adult' in version 1 of Rejsekort as an app.

4. Smart check out

The 'Smart check out' feature allows Rejsekort as an app to perform check out automatically under certain conditions.

You must enable 'Smart check out' in the app yourself. If the feature has been enabled, you will receive a notification on your mobile device as soon as the app registers that your journey with public transport has likely been concluded. The message contains a timer that counts down from five minutes. The timer displays the time remaining until you are automatically checked out. You can manually interrupt the timer if you want to continue your journey by public transport. If you do not interrupt the timer manually, you will automatically be checked out when the time has passed. This will conclude your journey, and the price of the journey is calculated.

It is a prerequisite for using 'Smart check out' that you allow notifications on your mobile device and that the mobile device has a data connection.

Regardless of whether you choose to use the 'Smart check out' feature, it is your own responsibility to ensure that you check out correctly.

5. Automatic check out of unconcluded journeys

At 04:00 every night, Rejsekort as an app forces a check out of journeys commenced before 22:00 that have not been checked out. This will conclude the journey, and a price will be calculated for the journey in question which was not concluded via a manual check out or 'Smart check out'. Automatic check out is only done for journeys for which no travel activity has been registered immediately before 04:00.

6. Ticket inspection

If you use Rejsekort as an app as travel permit, you must show your mobile device to the ticket inspection staff on demand. As the app is personal, you may also be asked to provide additional proof of identity. The ticket inspection staff must be able to verify the validity of your ticket visually as well as by scanning your mobile device. You are therefore responsible for ensuring that your mobile device is in a condition that makes this possible. Be aware that a cracked screen may prevent scanning of the screen of your mobile device. For more information about the rules on inspection of travel documents, see the Joint National Travel Regulations.

7. Communication in Rejsekort as an app

In Rejsekort as an app, you can provide feedback on your registered journeys. You will also receive relevant service information via the message centre of the app – please note that this feature cannot be disabled.

If you need help with Rejsekort as an app, you can contact Rejsekort Customer Services via the contact form in the app. Rejsekort Customer Services can also be contacted by telephone on +45 70 11 33 33 or via the contact form on the website. You can find the contact form here.

8. Payment methods

In version 1 of Rejsekort as an app, you can only pay with a MobilePay payment agreement.



The journeys you have concluded in a single calendar day are gathered and paid once a day. As payments for journeys as well as refunds in case of incorrectly debited journeys and prices from your means of payment are made at irregular times, this may mean that several payments and refunds may be charged or refunded at the same time.

In case of a refund for an overcharged amount in connection with a concluded journey, a certain case processing time must be expected for Rejsekort & Rejseplan A/S to complete the correction. We prioritise the processing of these enquiries, and we process them as quickly as possible. However, you must expect a slight delay before you receive the refund.

In your travel history, you can see information about your concluded journeys, including the price of each individual journey. For each payment, an overall summary of which journeys the payment covers will also be generated.

It is your responsibility to ensure that the means of payment used has a sufficiently high amount limit to enable you to pay for your consumption and that the means of payment is not blocked (for example expiry of validity).

9. Receipt

By default, you have access to view your receipts for your purchases directly in the app under the 'Travel history' menu item, where the 'Payments' tab appears. You can view your history for the past three years.

If you select the 'Receipt – via email' feature in the app, you will get your receipts by email. Receipts from the app cannot be used as a valid ticket.

10. Right of withdrawal

It is not possible to change or exchange electronic tickets once they have been issued. There is no right of withdrawal for tickets purchased with Rejsekort as an app.

You may cancel your check in if you make a check out before you have made a journey by public transport. It is possible to check out without being charged until your actual journey by public transport has begun.

11. Rights

Rejsekort & Rejseplan A/S owns all rights to Rejsekort as an app.

When you register, Rejsekort & Rejseplan A/S grants you permission to use the app and the features it offers as intended. It is prohibited to make copies or issue rights to the app to third parties. Neither the contents of the app nor the basic material that forms part of or elements of the contents may be modified, adapted, disassembled, or adjusted.

12. Reservations

Reservations are made for misprints in these terms and conditions as well as in Rejsekort as an app.

In addition, Rejsekort & Rejseplan A/S disclaims any liability for loss or damage arising from Rejsekort as an app not functioning correctly or from the purchase of electronic tickets not being possible due to technical problems. Any lack of functionality of the app will not under any circumstances entitle you to travel without a valid ticket.

Reservations are also made for older operating systems ceasing to be supported when they are no longer maintained by Apple and Google.



13. fraudulent behaviour

In the event of suspected fraudulent use of Rejsekort as an app, Rejsekort & Rejseplan A/S reserves the right to block users from future use of the app for ticket purchases.

Users may be blocked from future use of the app either temporarily (for 1 to 12 months) or permanently. Whether a user is to be blocked and whether the blocking is to be temporary or permanent is based on a specific assessment of the identified fraudulent behaviour. The extent of the fraudulent behaviour and whether the user has previously been blocked from access to Rejsekort as an app will be included in the assessment of the duration of the blocking in relation to a specific user.

Rejsekort & Rejseplan A/S will notify the user of the suspected fraudulent behaviour and possible blocking prior to such blocking. In special cases, however, users may be blocked without notice.

When Rejsekort & Rejseplan A/S blocks a customer, the customer will receive written notification of the reason for this as soon as possible.

14. Amendment of these terms and conditions

Rejsekort & Rejseplan A/S has the right to amend these terms and conditions at any given time, for example in connection with changes to the product range. Amendments that are unfavourable to you as a user will generally enter into force at minimum one month's notice. The notice will be given in the app and on www.rejsekort.dk/Rejsekortapp.

15. Complaints and appeals

Complaints related to Rejsekort as an app must initially be submitted to Rejsekort Customer Services. Please note that complaints about inspection fees must be submitted to the transport company that has issued the fee.

An objection concerning an unauthorised or incorrect transaction in Rejsekort as an app must be received by Rejsekort Customer Services as soon as possible and no later than 36 months after the relevant transaction date, see section 3(1) of the Danish Limitations Act (*forældelsesloven*).

If you do not agree with Rejsekort Customer Services' decision in a case, you may submit an appeal or a complaint to one of the following bodies. The choice of appeals/complaints body depends on the nature of the appeal or complaint.

Ankenævnet for Bus, Tog og Metro/Appeals Board for Buses, Trains, and Metro

Appeals concerning inspection fees, the functionality of Rejsekort as an app, activation etc. may be submitted to Ankenævnet for Bus, Tog og Metro (Appeals Board for Buses, Trains, and Metro) via an appeal form available at www.abtm.dk. Before you can submit an appeal to the Appeals Board for Buses, Trains, and Metro, you must first submit your complaint to Rejsekort Customer Services or the relevant transport company.

Ankenævnet for Bus, Tog og Metro Automatikvej 1 DK-2860 Søborg mail@abtm.dk www.abtm.dk

DSB's Customer Ambassador

If you have received a written reply concerning a journey made with DSB and you are not satisfied with the decision, you can contact DSB's Customer Ambassador at kundeambassadoren@dsb.dk.

The European Commission's Online Dispute Resolution Platform



You can also file a complaint via the European Commission's Online Dispute Resolution Platform. This is particularly relevant if the complainant is a consumer resident in another EU member state. Complaints are filed here. When a complaint is submitted, the complainant must state the email address: administration@rejsekort.dk in the Dispute Resolution Platform.

The Danish Consumer Ombudsman

The Danish Consumer Ombudsman (*Forbrugerombudsmanden*) handles complaints regarding Rejsekort & Rejseplan A/S' general terms and conditions as well as marketing and advertising (the Danish Marketing Practices Act (*markedsføringsloven*)).

The Danish Consumer Ombudsman may also process complaints regarding, for example, non-compliance with information requirements, abuse of cards by third parties, generally accepted business practices etc. pursuant to the Danish Payment Services and Electronic Money Act (*lov om betalinger*).

Forbrugerombudsmanden
Carl Jacobsens Vej 35
DK-2500 Valby
forbrugerombudsmanden@kfst.dk
www.forbrugerombudsmanden.dk

The Danish Data Protection Agency

Complaints concerning the processing of your personal data (registration, disclosure etc.) by Rejsekort & Rejseplan A/S are dealt with by the Danish Data Protection Agency (*Datatilsynet*)

Datatilsynet
Carl Jacobsens Vej 35
DK-2500 Valby
dt@datatilsynet.dk
www.datatilsynet.dk

You can also read the appeal guide at www.rejsekort.dk

Questions and disputes concerning the interpretation of these provisions are subject to Danish law.

Applicable from 2 April 2024. Version 1.