

# Terms and conditions for Rejsekort as an app Valid from 20 June 2024 Version 2

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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 the below 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 tickets (travel documents) for public transport with transport companies affiliated to Rejsekort & Rejseplan A/S. You buy a ticket by checking in using the app before boarding the means of transport. You must check out when your journey is finished, i.e. after you have got off the last means of transport on your journey. Once you have checked out, the ticket price will be calculated based on your travel activity from start destination to final destination.

In the app, you can view your travel history and your purchase history, and, under settings, you can see the personal data you have provided. Rejsekort as an app is a standalone system without connection to the physical chip-based Rejsekort travel card system. Your personal data, any earned discount level and travel history will therefore not be shared between the two systems. Regarding the possibility of transferring discount levels manually, see below under section 6.

To be able to use Rejsekort as an app, you must create a personal profile in the app. When creating a profile, you will need to provide certain personal data about yourself. 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 our Privacy Policy for Rejsekort as an app. You will find the Privacy Policy in the app in the menu under 'About Rejsekort' and 'Terms and Conditions' and on our website <u>www.rejsekort.dk</u> under 'Legal documents'.

To use Rejsekort as an app, you must link MobilePay as a means of payment in the app. You can only check in using the app if you have MobilePay linked to the app. Check in is not possible if the registered means of payment has been blocked.

# 2. Travel Regulations

When you use Rejsekort as an app, both the terms and conditions on this page and the Joint National Travel Regulations apply. In the Joint National Travel Regulations, you will find information about through tickets (tickets purchased in one single transaction for a continuous journey by train, light rail, local rail and metro), travel time guarantee or travel guarantee, compensation in the event of delay, replacement transport, liability for damages etc. <u>Read more about the Joint National</u> <u>Travel Regulations here.</u>

### 3. Tickets and validity

In Rejsekort as an app, you can buy tickets for public transport with transport companies affiliated to Rejsekort & Rejseplan A/S. 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). You can not use Rejsekort as an app on Bornholm.

The ticket price depends on your customer type, possible volume discount, mode of transport, choice of route and time of start and end of the journey. For more information, see the transport companies' rules on fares, which can be found at <u>www.rejsekort.dk</u> '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, www.dsb.dk
- 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, DK-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, non-transferable and cannot be sent to another mobile device. You must not let others use your profile to purchase tickets.

#### 3.1. Check in and check out

Rejsekort as an app works through registration of check in and check out. The registration of your location data begins already when you open the app. When you check in (by swiping the button to the right), your location will be registered, and you have a valid ticket. A successful check in will be confirmed by the app on your mobile phone, and the ticket will be delivered in the form of a QR code in the app, which can be displayed by tapping 'Show ticket'. If it is not possible to check in due to technical problems, an error message will appear on your phone. In that case, you must purchase a ticket in another way, otherwise you will, during an inspection, be regarded as travelling without a valid ticket.

After you have checked out (by swiping the button to the left), the app calculates the fare of the journey based on your travel activity from start to end destination. 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 misuse of the system. If it is assessed that there is a case of misuse, 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 an inspection. Misuse can also be sanctioned in accordance with the applicable rules. For further details on the consequences of misuse, see section 14 below.

You are only to check out in the app after you have got off the final means of transport on your journey. 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 finished. If you check out during the journey, this may be regarded as misuse of the system. Misuse can be sanctioned in accordance with the applicable rules. For further details on the consequences of misuse, see section 14 below.

There may be situations where it may be necessary for you to check in and check out during the journey. If you have another valid travel document 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 a valid ticket 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 Service as soon as possible and provide detailed information about the journey, including the place and time at which the journey was finished.

#### 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 phone, created a profile and be logged in on the phone.
- 2) You must have added a valid means of payment.
- 3) The phone 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 phone must have an enabled operational SIM card to ensure that it can receive mobile data via a mobile phone network.
- 5) The position service or location service (high accuracy) must, as a minimum, be enabled on your phone before you check in prior to the start of your journey and until you have finished your journey and after you have checked out. For iOS phones, it is a requirement that location permission is set as 'Always allow', for Android phones only 'When using app'.
- 6) You must have enabled the app's access to the movement sensors built into your phone.

For location determination, Rejsekort as an app uses the built-in sensors in your phone and the installed software. You are responsible for ensuring that your phone 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 tickets 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 after you have checked out.

Electronic tickets include information about the departure station/departure stop, the validity of the tickets (check in date and time), the relevant time on your mobile device, data about you in the form of name, date of birth, age 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 the tickets become invalid. If the mobile connection is restored within 15 minutes or the app starts functioning again (for example by restarting the system), the tickets 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 soon as possible after check out once the system has collected the necessary data for precise determination of where check out has taken place. This process may take longer in areas with poor mobile signal reception than in areas with good mobile coverage.

#### 3.4. Age requirements

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

#### 3.5. Customer type

You can use the customer type 'Adult' in 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 phone as soon as the app registers that your journey with public transport has in all likelihood been finished. 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 phone and that your phone 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 unfinished 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 finish the journey, and a price will be calculated for the journey in question which was not finished 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. Transferof earned discount levels from Rejsekort as a card

Earned discount levels on Rejsekort as a card are not automatically transferred to Rejsekort as an app. However, you can transfer an earned discount level manually.

Transfer of discount levels is ordered via the menu item in the app called 'Discounts/Quantity discount'. Here you must enter the 16-digit Rejsekort number from which the discount level is to be transferred. This will result in your discount level in Rejsekort as an app being adjusted to the correct level.

After the first trip in a zone with the possibility of earning discount levels, you will also receive a notification in the app with a link to transfer earned discount levels.

Please note that you can only transfer your discount level once. If you continue to use Rejsekort as a card after the transfer, no further earned discount will be transferred to the app.

#### 7. Ticket inspection

If you use Rejsekort as an app as ticket, please show your phone 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 phone. You are therefore responsible for ensuring that your phone is in a condition that makes this possible. Be aware that a cracked screen may prevent scanning of the screen of your phone. For more information about the rules on ticket inspection, see the Joint National Travel Regulations.

### 8. Communication in Rejsekort as an app

You can contact Rejsekort Customer Service directly from Rejsekort as an app. 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 Service via the two contact forms in the app. Rejsekort Customer Service can also be contacted by telephone on +45 70 11 33 33 or via the contact form on the website. <u>You can find the contact form here</u>.

### 9. Payment methods

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

The journeys you have finished 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 debited or credited at the same time.

In case of a refund for an overcharged amount in connection with a finished 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 finished 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).

### 10. 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.

#### 11. 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 have the option to cancel your check in if you check out before boarding the means of transport. It is possible to check out without being invoiced until your actual journey by public transport starts.

### 12. 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.

#### 13. 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 being phased out when they are no longer maintained by Apple and Google.

#### 14. Misuse

In the event of suspected misuse 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 misuse. The extent of the misuse 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 misuse 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 as soon as possible.

#### 15. 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 may be 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 at <u>https://www.rejsekort.dk/rejsekort\_app</u>

### 16. Complaints and appeals

Complaints related to Rejsekort as an app must initially be submitted to Rejsekort Customer Service. 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 Service as soon as possible and no later than 36 months after the relevant transaction date, see section 3(1) of the Danish Limitations Act.

If you do not agree with Rejsekort Customer Service's 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 Service 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 <u>kundeambassadoren@dsb.dk</u>.

#### 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. <u>Complaints are filed here.</u> 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, noncompliance with information requirements, misuse 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 & Rejser A/S are dealt with by the Danish Data Protection Agency (*Datatilsynet*)

Datatilsynet Carl Jacobsens Vej 35 DK-2500 Valby <u>dt@datatilsynet.dk</u> 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 20 June 2024. Version 2.