

Zurich Transport Network (ZVV)

## **General Terms and Conditions (GTC) for purchasing and using e-tickets**

### **1) Basic information**

The fares of the Swiss transport companies (TC), particularly Tariff 600 (common ancillary fare conditions for National Direct Service and the regional fare networks) plus the currently valid version of the fare regulations set down for ZVV's fare schedule 651.8 and the Z-Pass fare schedule 651.30 apply to the transport of passengers holding electronic tickets (e-tickets).

The tariff information can be viewed both at ZVV's staffed sales outlets and online (see Section 15 of these GTC for web links).

In addition to the fares, the following provisions shall apply between the users of the ticket shop at zvv.ch (hereinafter referred to as the 'Ticket Shop') and ZVV's app (hereinafter referred to as the 'ZVV App') or the holders of e-tickets purchased there (hereinafter referred to as the 'Customer') and ZVV.

### **2) Use of the Ticket Shop or the ZVV app**

The Ticket Shop or the ZVV app are not guaranteed to be available. If the application is not working, this does not authorise the Customer to travel without a valid ticket. They are obligated to purchase a ticket using one of the other sales channels (counters, ticket machines, etc.) before starting their journey.

### **3) Purchasing e-tickets**

#### **a) Personal details**

The Customer must provide the following information to purchase an e-ticket:

- (1) Surname, first name, date of birth and customer number (if applicable)
- (2) Details of a valid payment method with a sufficient limit
- (3) E-mail address for the purpose of delivering the e-tickets/sales receipts (some items of data are optional in the ZVV app)

## b) Payment method

The Customer must ensure that they have a sufficient limit on their chosen payment method to make their purchases and that it is not blocked. Please note the maximum amounts per transaction and the time window set by the payment method issuers.

If a payment method is blocked, it cannot be debited to purchase any more e-tickets using the Ticket Shop or the ZVV app.

If the Customer chooses the 'purchase via invoice' payment method offered by CembraPay AG when purchasing a travelcard, ZVV shall assign the purchase price claims to CembraPay. The Customer shall pay the purchase price claims directly to Byjuno. CembraPay's current [General Terms and Conditions](#) shall apply with respect to handling the corresponding payment transaction.

If the Customer is in default of payment for the 'purchase via invoice' payment method, they shall receive two demand notes from CembraPay that are subject to a charge (CHF 20 for the first demand note, CHF 30 for the second demand note) after receiving a payment reminder. If CembraPay has not received the payment within the set period even after sending the second demand note, ZVV shall be entitled to block the Customer's travelcard. The travelcard cannot be reactivated. The Customer shall still be required to settle the amount owed for using the travelcard until such time that it is blocked. The corresponding claim will be handed over to the collection agency by CembraPay. The entire payment and collection process is handled by CembraPay under its own responsibility.

## 4) Requirement to present identification

All e-tickets are personal and non-transferable. They are valid only in conjunction with valid official identification (passport or identity card), which must be presented to the ticket inspector and be in the name of the person travelling. For journeys within Switzerland, a valid Half-Fare travelcard, GA travelcard or SwissPass can be presented instead of official identification. Discounted tickets must be presented together with the relevant discount card (e.g. Half-Fare travelcard).

The Customer is solely responsible for updating their own and their fellow travellers' data.

## 5) Validity of e-tickets

In the case of e-tickets, the date of travel or the start of validity is defined when the ticket is purchased or ordered. If tickets are valid for several days, the return journey must be made on the day specified at the time the ticket is purchased or ordered.

## 6) Purchasing a ticket before boarding

The Customer must be in possession of the e-ticket prior to travel (before the actual departure). The purchase and order process – or purchasing of entitlement to travel – must be completed in full before the actual departure. Otherwise, the Customer must pay the surcharge according to the fare.

The Customer is obligated to ensure that the purchase or cancellation process has been completed before departure. They must be in possession of the printed e-ticket or the ticket must be displayed on the screen of their mobile device.

If they are using a smartphone (to access the ZVV app or Ticket Shop), the Customer must ensure that their network is available when purchasing tickets. Please note that the purchase process may take longer if network performance is poor.

## 7) Ticket inspection

### a) Printed single tickets

E-tickets purchased in the Ticket Shop can be printed out. The printout must be complete and in A4 format for presentation to the ticket inspectors. The ticket must be printed out in 100% size (not scaled) with a laser or inkjet printer on white, previously unprinted, plain A4 paper and in portrait format with high resolution. Tickets printed out or copied using a fax machine or other devices shall not be accepted as valid. Advertising on the bottom half may be detached. Tickets that are not perfectly legible are invalid.

### b) Single tickets on a mobile device

E-tickets purchased through the Ticket Shop can also be presented on a mobile device, just like the e-tickets in the ZVV app. If requested, the Customer shall hand their mobile device over to the ticket inspector to allow them to inspect their ticket. The ticket inspector is authorised to operate the mobile device to properly inspect the ticket. It is the Customer's responsibility to ensure that they have a compatible smartphone with an iOS or Android operating system and that their smartphone remains functional throughout the entire journey (suitable operating system version, enough battery capacity, etc.).

The smartphone should have default values set for font styles, font type and font size for ticket inspection purposes. The Customer shall bear the risk in the event that e-tickets or parts of them are illegible if settings are different and thus render them unacceptable.

### c) SwissPass travelcards

When they purchase a travelcard, the Customer receives a personal SwissPass card (hereinafter referred to as 'SwissPass') in their name. The travelcard is referenced on the SwissPass and checked using the RFID chip. No note is printed regarding the purchased service (type and validity date). The applicable fare regulations regarding the SwissPass are set down in the general passenger tariff (Tariff 600). The relevant SwissPass partner's General Terms and Conditions also apply to services outside the public transport product range.

To ensure that an inspection can be carried out properly, the SwissPass must always be presented in its original condition (e.g. without a cover, not in a wallet). The SwissPass must always be handed over to the ticket inspector.

Thanks to SwissPass Mobile, the public transport services included on the SwissPass can also be presented with a digital device (smartphone with the latest Android or iOS operating system) during an inspection. To use SwissPass Mobile, you need a SwissPass card with your personal SwissPass or ZVV login details and ZVV's ZVV app or another application with the corresponding function. Otherwise, the provisions set down in Section 7 (b) ('Single tickets on a mobile device') apply to the inspection.

## 8) Exchanges, refunds and credits

E-tickets before the start of validity, multcards and monthly and annual travelcards can be refunded via the app or ticket shop on a self-service basis.

Refunds of e-tickets after the start of validity (including automatic ticketing) are generally subject to the provisions of section 14 of the T600.

ZVV-Contact can provide more detailed information on the applicable fare regulations by calling 0800 988 988. Refunds can also be made directly via this channel. For refunds, the ID of the ticket or the details of the season ticket or season ticket holder must be provided.

## 9) Data protection

Personal data processing by ZVV in connection with the Ticket Shop and the ZVV app is regulated by [ZVV's data privacy statement](#).

Usage behaviour data is collected anonymously and can be evaluated to identify trends and to improve the app and the Ticket Shop. Data is evaluated anonymously and does not allow any conclusions to be made about individuals.

## 10) Combating misuse and securing revenue

All e-tickets are stored electronically and centrally. In the case of single tickets, the Customer receives a paper copy of the ticket or an electronic copy on their mobile device. This copy may not be reproduced and/or forwarded to another mobile device. Both of these actions can have criminal consequences. Additionally, ZVV reserves the right to block ZVV's ZVV app for the user(s) concerned if misuse or forgery is suspected.

Otherwise, in the event of misuse or falsification, the fare regulations relevant to the offer in question shall apply.

## **11) Modifications to the GTC**

ZVV may unilaterally modify these GTC at any time. The modifications become effective as soon as the Customer accepts them (before purchasing their ticket). If the Customer does not agree to the new GTC, they shall no longer be able to use the Ticket Shop or the ZVV app.

## **12) Liability**

Any liability on the part of ZVV in connection with the content, functionality and use of the Ticket Shop or ZVV app (including liability for malware) is excluded to the extent permitted by law. If the Ticket Shop or the ZVV app functionality is not available in whole or in part and the Customer is unable to or is limited in their ability to purchase an (electronic) ticket for technical reasons, ZVV accepts no liability whatsoever for any resulting damages.

ZVV reserves the right to modify or discontinue the Ticket Shop or ZVV app as a whole or individual functions of it at any time.

## **13) Applicable law and place of jurisdiction**

Subject to other legal provisions, the relationship between ZVV and the Customer shall be governed exclusively by Swiss law, to the exclusion of any conflict of laws.

The exclusive place of jurisdiction for all disputes between ZVV and the Customer is Zurich (Canton of Zurich), unless otherwise provided for by law.

## **14) Questions and support**

If you have any questions about the Ticket Shop or the ZVV app, please contact our customer service team (+41 (0)800 988 988/contact@zvv.ch).

## **15) Downloading the GTC**

The currently valid version of these GTC can be viewed at <https://www.zvv.ch/zvv/en/general-pages/gtc-e-tickets.html>. The GTC can be saved and printed out from there.

The currently valid ZVV fare regulations can be viewed, saved and printed out at <https://www.zvv.ch/zvv/en/travelcards-and-tickets/fares/fare-schedules-and-guidelines.html> (German only).

The currently valid Z-Pass fare regulations can be viewed, saved and printed out at <https://www.zpass.ch/zpass/en/travelcards-and-tickets/fares/fare-schedule-and-guidelines.html>.

The currently valid tariff regulations for direct national traffic can be viewed at [www.ch-direct.org/tarife](http://www.ch-direct.org/tarife) (in German, French and Italian).