

General Terms and Conditions of purchase for the KlimaTicket Ö

1. GTC Scope and Amendments

1.1. The following terms and conditions (hereinafter referred to as GTC) are part of every purchase agreement concluded between the Republic of Austria (Federal Ministry for Climate Protection, Environment, Energy, Mobility, Innovation and Technology, hereinafter referred to as the Federal Government), represented by One Mobility Ticketing GmbH, and the customer for the purchase of a KlimaTicket Ö.

1.2. With the purchase of the KlimaTicket Ö (hereinafter referred to as Ticket), no contract of carriage is concluded between the Federal Government and the customer. The contract of carriage is concluded exclusively between the holder of the Ticket and the respective transport company which offers the specific transport service used.

1.3. In the event of any planned amendment to these terms and conditions to the disadvantage of the customer, written information will be sent to the holder of the Ticket by letter or e-mail approximately two months in advance. Any objections to these amendments must be made in writing by letter or via the contact form at www.klimaticket.at/kontakt by the stated effective date of the General Terms & Conditions, else these amendments are deemed to be accepted. The notice of amendment states the date when the amendments to the General Terms & Conditions will come into effect and provisions that these changes shall automatically come into effect if there are no objections raised by this date. In the event of an objection, the contract can be terminated with immediate effect free of charge. In this case, the Ticket must be handed in at a service centre and the return confirmed by receipt. Ticket fees which have already been paid will be partially refunded by bank transfer to a named bank account to the amount due for each month of validity not commenced. The beginning of a new month of validity is determined by the date of validity selected when the ticket was purchased and therefore falls on the same calendar date each month.

2. Definition of terms

2.1. "Service centre" refers to any serviced (not: vending machine) and stationary (not: driver, train attendant) sales point of the transport companies or associations authorized to sell the Ticket, e.g. counters, customer service centres.

3. Ticket categories

3.1. The following categories of the KlimaTicket Ö are available:

- KlimaTicket Ö (Classic, Youth, Senior, Special)
- KlimaTicket Ö (Classic, Youth, Senior, Special) Family

4. Scope of application of the KlimaTicket Ö

4.1. Personal validity

4.1.1. The KlimaTicket Ö may only be used by the ticket holder and is not transferable. The Ticket is issued under the name of the holder as specified at the time of booking.

4.1.2. The KlimaTicket Ö (Classic, Youth, Senior, Special) Family, entitles the holder of the Ticket to make use of transport services, both alone and in the company of up to four children aged 6 to 14 (from their 6th birthday until a day before their 15th birthday).

4.2. Period of Validity

4.2.1. The Ticket is valid from the order date, which is printed on the Ticket, and ends after 12 months with the expiry date, also printed on the Ticket.

4.2.2. The Ticket entitles the holder to any number of journeys within the period of validity.

4.3. Area of Validity

4.3.1. The ticket is valid on all scheduled public transport services, except for nostalgic, tourism and cogwheel trains within the networks of the transport associations (see www.klimaticket.at) according to their tariff regulations.

4.3.2. With participating rail transport companies (see klimaticket.at) the Ticket is also valid in any case within Austrian territory and additionally on all jointly operated routes between stations in Austria and border stations in another country (see Appendix 1 [] 6]) and on the routes abroad which are listed in Appendix 2 [] 6].

5. Customer groups

5.1. Classic

5.1.1. The KlimaTicket Ö Classic is available to all persons aged under 65, with a period of validity beginning from their 26th birthday until one day before their 65th birthday. Upon inspection, an official photo ID (or e-card with photo) is required.

5.2. Youth

5.2.1. The KlimaTicket Ö Youth is available to all persons aged under 26, with a period of validity beginning at the latest one day before their 26th birthday. Proof of age must be provided upon inspection, an official photo ID (or e-card with photo) is required.

5.3. Senior

5.3.1. The KlimaTicket Ö Senior is available for all persons aged 65+, with a period of validity beginning from their 65th birthday. Proof of age must be provided upon inspection, an official photo ID (or e-card with photo) is required.

5.4. Special

5.4.1. The KlimaTicket Ö Special is available to

- People with disabilities, if their Austrian Disability Pass certifies a degree of disability of at least 70 percent, or otherwise states that the holder of the pass can claim the reduced fare according to the Federal Disability Act, or contains the icon for reduced fare, or
- Persons with a valid Veteran's Disability ID. Persons with Victim ID cards under the Victims Welfare Act and severely injured persons according to the Austrian Heeresversorgungsgesetz.

5.4.2. The respective authorization document must be presented upon inspection.

5.4.3. If the authorization document is provided, an accompanying person and/or an assistant dog will be transported free of charge in the basic-comfort class, provided that the accompanying person is in possession of a valid Ticket.

5.5. Family

5.5.1. For all customer groups, it is possible to add the ticket category KlimaTicket Ö (Classic, Youth, Senior, Special) Family (see Appendix 3 [] 6]).

6. Purchase

6.1. The Ticket can be purchased online at www.klimaticket.at or in person at the service points of the transport companies and associations authorized to sell the Ticket.

6.2. The Ticket can be purchased no more than one month before the date of validity.

6.3. In the case of online purchase, the chosen start date of validity of the Ticket may not be earlier than 15 days after the order and conclusion of the purchase agreement.

6.4. If you purchase from a service centre, you can also choose an earlier start date for the validity of the Ticket.

6.5. The purchase of the ticket is made via a sales system shared by the federal government and the other shareholders of One Mobility GmbH. The shared distribution system entails a shared responsibility for data processing to ensure full service of the Ticket to all partners.

7. Ticket price

7.1. The Ticket is subject to the prices set out in Appendix 3 [6].

8. Validity for means of transport and transport companies

8.1. The Ticket is valid for use with the transport services offered by transport companies and participating associations within the area of validity according to the route planner at route.bmk.gv.at of the Federal Ministry for Climate Protection, Environment, Energy, Mobility, Innovation and Technology. A corresponding transport contract is concluded exclusively with the respective transport company whose services are used (see point 9.3 [2]).

8.2. For transport companies with more than one comfort class, the Ticket is valid in the basic comfort class.

8.3. If the option of displaying the ticket digitally is not used, the original ticket must be carried in the form of a credit card. Copies, scans, photos or other images of the Ticket card are not valid. The temporary Ticket can also be presented electronically or as a PDF printout. All Ticket categories and the temporary Ticket are only valid together with an official photo ID (or e-card with photo). The Ticket and the official photo ID (or e-card with photo) must be presented upon inspection and handed over for verification upon request.

8.4. If the option of displaying the ticket digitally is used, the ticket displayed in the app must be recognized as a valid ticket in addition to the ticket in credit card form. A screenshot is not valid.

9. Contractors

9.1. The sale of the Ticket at www.klimaticket.at is carried out by One Mobility Ticketing GmbH acting on behalf of the Federal Government.

9.2. When purchasing the Ticket from a service centre, the transport companies and associations authorized to sell the Ticket only act as representatives for the purchase of the Ticket. However, the Ticket is sold by One Mobility Ticketing GmbH acting on behalf of the Federal Government.

9.3. The company from which the Ticket is purchased is not necessarily also the respective carrier. The Federal Government, One Mobility GmbH and One Mobility Ticketing GmbH are under no obligation to the holder of the Ticket to provision, carry out or manage any transport services. The provision, implementation and management of transport services is therefore exclusively the responsibility of the respective transport company that offers the specific transport service in its sole authority and liability. The contract of carriage is concluded exclusively between the holder of the Ticket and the respective transport company and no agreement is entered into by the Federal Government, One Mobility GmbH or One Ticketing GmbH.

10. Conclusion Of Contract

10.1. In any case, the following information must be provided when ordering the ticket from a service centre:

- the first name and last name of the ticket holder
- the date of birth of the ticket holder
- the ticket holder's address
- the start of validity
- payment method
- a photo of the ticket holder (except for KlimaTicket Ö Special Blind).

10.2. In addition to this information, the e-mail address of the Ticket holder, to which the confirmation e-mail and the provisional Ticket are sent for self-printing, must be specified when purchasing the Ticket online.

10.3. The personal information and payment details must be checked for accuracy by the customer before the order is concluded.

10.4. The purchase contract for the ticket is concluded between the holder of the ticket and the Federal Government as soon as the ticket order is accepted. The prerequisite is the fulfilment of all the conditions mentioned in point 10 [2].

10.5. When purchasing in a service centre, the ticket order is considered accepted through the technical recording of all contract data regardless of the chosen form of payment and the purchase contract is legally valid (direct conclusion of contract on site).

10.6. If you purchase the Ticket online, you can make the purchase by clicking on the "pay now" button. Upon confirmation of the successful booking under www.klimaticket.at, the ticket order is deemed to have been accepted and the contract of purchase is legally valid.

10.7. Upon successful booking of the Ticket, a confirmation of the booking will be sent to the e-mail address provided during the booking process. This booking confirmation is not a Ticket.

11. Issue of the Ticket

11.1. After a valid conclusion of the contract, the Ticket is issued in form of a cheque card under the name given at the time of the order and, as a rule, is delivered to the specified address within four weeks after the order has been placed or, in the case of renewal, in the week before the start of validity. The Ticket is non-transferable and only valid together with an official photo ID (or e-card with photo).

11.2. The Federal Government bears the risk of loss by post or damage to the Ticket until delivery to the addressee.

If the possibility of displaying the ticket digitally is used, the ticket can also be displayed digitally in the partners' apps in accordance with klimaticket.at. The digitally displayed Ticket is non-transferable and only valid together with an official photo ID (or e-card with photo). If the ticket is blocked or canceled, digital display of the ticket is no longer possible. Data transmission via the mobile network to the smartphone is beyond our control, which is why this is at the risk of the ticket holder. Errors during device operation (e.g. empty batteries, etc.) are the responsibility of the ticket holder.

12. Temporary Ticket

12.1. Upon successful first order of the Ticket, a temporary provisional Ticket will be issued under the name given at the time of the order.

12.2. In the case of renewal, if the Ticket is not delivered before the start of validity (e.g. through loss by post), the holder can also obtain a temporary Ticket at a service centre under the name given in the order, until the replacement Ticket is delivered.

12.3. When purchasing from a service centre, the temporary Ticket is immediately issued on site as a printout and sent to the e-mail address specified when ordering, provided that such an address has been provided. The temporary Ticket is non-transferable and only valid together with an official photo ID (or e-card with photo).

12.4. In the case of an online purchase, the provisional PDF Ticket is available for download via the booking confirmation email or in the customer account under "My Tickets" from the first day of validity.

12.5. The provisional Ticket allows the services of the transport companies and participating associations to be used from the start of validity indicated on the order.

12.6. When traveling within Austria, the provisional Ticket can be presented electronically as a PDF Ticket on a mobile terminal. In order to prevent counterfeiting and abuse, the inspection staff of transport companies abroad do not accept unprinted PDF Tickets on laptops, smartphones or tablets. For trips abroad, the PDF Ticket must therefore always be printed out in advance.

12.7. If the provisional Ticket is printed as a PDF, ensure that it is printed on white paper in A4 portrait format. The code and the data provided must be completely readable. A different format or poorly printed or cut out provisional Ticket can cause the code to become unreadable, in which case the Ticket cannot be validated and is therefore not valid.

12.8. Make sure that the printed bar code is not folded. It stores data that is retrieved during a ticket inspection.

13. Replacement issue

13.1. In the event of loss or theft of the Ticket in credit card format, notification must be made to the competent authority and the loss reported immediately in person to a service centre, by telephone

under 0800 24 00 50 or by using the contact form at www.klimaticket.at/kontakt. The Ticket is blocked as soon as the notification has been processed. As soon as the notification is made, the holder of the Ticket is released from the risk of abuse. A provisional Ticket is issued at the service centres and a replacement Ticket are ordered against payment of the replacement service fee (see Appendix 4 [6]).

13.2. In the event of loss of the Ticket by post, the holder of the Ticket will receive a replacement Ticket free of charge, provided that the holder of the Ticket has reported the loss within 6 weeks of the order in person to a service centre, by telephone on 0800 24 00 50 or by using the contact form at www.klimaticket.at/kontakt. A provisional Ticket will be issued free of charge for use until the replacement Ticket is delivered. If the loss of the Ticket is reported only after the expiry of the 6-week period, the replacement fee (see Appendix 4 [6]) must be paid for the issue of a replacement Ticket.

14. Invalid Ticket

14.1. If a passenger presents an invalid Ticket during a ticket inspection, this Ticket will be collected by the inspection personnel against confirmation of receipt.

14.2. The Ticket is invalid if

- the use does not comply with the present General Terms and Conditions, in particular if the validity period of the Ticket has already expired or the Ticket category of a customer group is used without the proper authorization requirements,
- the identity of the passenger does not match that on the Ticket,
- the content has been manipulated, e.g. change of date or photo,
- the Ticket has been blocked due to a qualified delay in payment or
- the Ticket cannot be checked for validity due to its condition.

14.3. The Ticket is also invalid, but will not be collected at a ticket inspection, if

- the Ticket has not yet reached its validity date
- proof of authorization is necessary, but this is not shown
- no official photo identification or e-card with photo is shown

14.4. The further consequences for travel without a valid ticket are regulated in the tariff regulations and conditions of carriage of the respective transport companies and associations.

15. Terms of payment

15.1. Payment methods for online purchases include card payment, online bank transfer and SEPA direct debit. Depending on the equipment of the service centre, payment can be made in cash, by bank or credit card or by means of a SEPA direct debit.

15.2. Payment Options

- One-time advance payment

The ticket fee can be paid in full when ordering.

- SEPA Direct Debit (monthly debit)

In the case of monthly debit, the first two monthly instalments must be paid immediately at the time of ordering. The balance is debited for the remaining months of validity by means of a SEPA direct debit in 10 equal monthly instalments within the first five working days of each calendar month. In case of payment arrears from old contracts for the Ticket, the possibility of a partial payment is excluded.

15.3. Any expenses incurred as a result of a debit returned by the bank will be transferred to the payer in the event of an unjustified reversal of a (partial) amount or a reversal due to insufficient account cover. The amount of these bank charges will be collected in addition to the regular billing amount during the next debit as part of the SEPA direct debit.

15.4. A change of account must be announced immediately in person at a service centre, in writing to the customer service via contact form (www.klimaticket.at/kontakt) or by post (registered mail recommended) to *KlimaTicket Customer Service, P.O. Box 100, 1020 Vienna*.

15.5. A change of payment mode from SEPA Direct Debit to single payment is possible in the case of a contract renewal with the start of validity of the new Ticket.

15.6. The balance is debited from the third month of validity by means of a SEPA Direct Debit in 12 equal monthly instalments within the first five working days of each calendar month.

15.7. In the case of contract renewal of the Ticket by means of a one-time payment, the ticket fee must be paid by deposit of the total amount stated on the payment slip.

16. Late payment

16.1. If the person liable for payment is in default with at least one partial amount in the case of a monthly charge, a written reminder is issued for the amounts due, which specifies a period of grace for the payment of the outstanding amounts and any bank charges in accordance with 15.3 [] 3]. The same shall apply in the event of revocation of the SEPA Direct Debit mandate or closing of the account without the prior, demonstrable return of the Ticket to a service centre. If, after the first reminder, the outstanding amounts are not paid within the grace period specified in the written reminder, a second written reminder is issued, which again sets a period of grace for the outstanding partial amounts and any bank charges in accordance with 15.3 [] 3] as well as the collection of a reminder fee (see Annex 4 [] 6]). If the outstanding amounts are not paid again within the grace period specified in the second written reminder, the claim is handed over to a collection agency and the third reminder is issued by the latter. The third written reminder constitutes a qualified delay in payment.

16.2. In the event of a qualified delay in payment, One Mobility Ticketing GmbH is entitled to block the Ticket. The Ticket thus becomes invalid and all transport companies and participating associations are entitled to collect the invalid Ticket upon inspection according to point 14 [] 3].

16.3. A qualified delay of payment in the case of a monthly debit with at least one partial amount incurs immediate maturity. In this case, or in the event of revocation of the SEPA direct debit mandate, as well as in the event of the account being closed without prior proof of return of the Ticket to a service location, the entire annual card fee still outstanding shall be due for payment immediately. This consequence can be avoided by timely payment of the respective outstanding partial amounts including incurred bank charges and reminder fees within the grace period specified in the reminder. If the Ticket is legally terminated in accordance with point 17 [] 4], the ticket holder shall not be held to be in arrears. In this case, the unpaid partial amounts in accordance with point 17 [] 4] will be collected, together with any bank charges and reminder fees incurred.

17. Termination

17.1. During the period of validity, the Ticket may be terminated in writing or by means of the termination form from the 7th month of validity without giv-

ing reasons. The beginning of a new month of validity is determined by the date of validity selected when the Ticket was purchased and therefore falls on the same calendar date each month. Effective termination requires a self-signed termination form as well as a receipt for the return of the Ticket to a service centre. In the event of a termination, a termination fee of one month's amount is charged, which is one twelfth of the purchase price (see Appendix 4 [] 6]).

- In the case of one-off payment in advance, the corresponding monthly amounts minus the termination fee will be transferred to the specified account for each month of validity not commenced.
- In the case of a SEPA Direct Debit, a final monthly amount is still charged as a termination fee. For each month of validity not commenced, the corresponding monthly amounts are no longer charged.

17.2. An extraordinary right of termination exists

- In the event of a move from Austria to a foreign country, by proof of the new address abroad
- In the case of a disease over a period of three months or more, by means of medical attestation
- In the event of unemployment, by presenting official confirmation of unemployed status

In any case, the Ticket must be returned at a service centre along with the filled in termination form within four weeks of occurrence of the reason for termination and the return confirmed by receipt. In the case of extraordinary termination, the termination fee shall be waived.

17.3. In the event of the death of the holder of the Ticket, any unused month of validity of the ticket price shall be reimbursed to the beneficiary or liquidators without charge. The cancellation form with a copy of the death certificate, a proof of inheritance as well as the ticket must be submitted to a service centre.

17.4. If a SEPA Direct Debit mandate was issued at the time of conclusion of the contract, the renewal of the contract may be contradicted in writing within the payment period specified in the invitation to tender for the renewal of the contract. Objection must be made in writing and signed by hand, either sent by post (recommended by registered mail) to *KlimaTicket Customer Service, P.O. Box 100, 1020*

Vienna, transmitted by contact form (with scanned signature) or submitted in person at a service centre.

18. Refund, Exchange and Withdrawal

18.1. The Ticket can be refunded free of charge before the first day of validity. The sole condition is a receipt of return of the Ticket from a service centre.

18.2. The Ticket cannot be exchanged.

18.3. Customers have the right to withdraw from the contract of purchase of the Ticket within fourteen days without giving reasons when purchasing the Ticket electronically or when renewing their contract via a written invitation to do so according to point 20 [] 5]. The objection period shall be fourteen days from the date of the online purchase or, in the case of renewal of the contract in accordance with point 20 [] 5], from the date of payment of the total amount announced via the payment slip or upon expiry of the objection period specified in the invitation letter. In order to exercise the right of withdrawal, a clear written declaration of the decision to revoke this contract is to be sent by post (recommended by registered mail) to *KlimaTicket Customer Service, P.O. Box 100, 1020 Vienna*, by means of the contact form at www.klimaticket.at/kontakt or submitted in person at a service centre. The withdrawal form at www.klimaticket.at can be used, although this is not mandatory. If the withdrawal declaration is transmitted via the contact form at www.klimaticket.at/kontakt, the receipt of the withdrawal will be confirmed immediately by e-mail. In order to maintain the withdrawal period, it is sufficient that the notice of the exercise of the right of withdrawal is sent before the expiry of the withdrawal period.

18.4. In the event of a withdrawal, the purchase price shall be refunded immediately and at the latest within fourteen days from the date on which the notice of withdrawal has been received. This reimbursement is made using the same means of payment used for the purchase, unless otherwise expressly agreed with the holder of the Ticket.

18.5. If the Ticket in credit card format has nevertheless been sent by post, in the event of a withdrawal, the Ticket must be returned by post (recommended by registered mail) to *KlimaTicket Kundenservice, Postfach 100, 1020 Wien* or in person to a service centre within fourteen days of the date of the notice of withdrawal. The direct costs for returning the Ticket are to be borne by the holder of

the Ticket. The reimbursement can be withheld until the Ticket has been received. Alternatively, a receipt for the timely return of the Ticket can be sent by post (recommended by registered mail) to *KlimaTicket Kundenservice, Postfach 100, 1020 Wien*, using the contact form on www.klimaticket.at/kontakt or submitted in person to a service centre.

19. Change of ticket category

19.1. During the period of validity, the Ticket can be cancelled free of charge at any time, provided that a contract for a higher-priced ticket category is concluded at the same time (e.g. change from Classic to Classic Family). In this case, the costs of the use of the basic product are calculated by the day from the start of validity until the termination and any amount already paid for the unused period of validity is refunded by bank transfer. The period of validity of the new product begins with the change date for a further 12 months.

19.2. The Ticket may be cancelled free of charge starting from the seventh month of validity, provided that a contract for a regional KlimaTicket is concluded at the same time. If a change from a regional KlimaTicket to the KlimaTicket Ö is made, this can only be changed back to a regional KlimaTicket again from the seventh month of validity. The usage costs for the KlimaTicket Ö are calculated according to point 19.1 [5].

19.3. During the period of validity, the Ticket may be cancelled free of charge at any time, provided that that a contract for a KlimaTicket Ö Bundesheer/Civil service is concluded at the same time. The usage costs for the original Ticket are calculated according to point 19.1 [5].

19.4. During the period of validity, the Ticket can be cancelled free of charge at any time, provided that a contract for a KlimaTicket Ö, provided by an employer as a "Jobticket", is concluded at the same time. The usage costs for the original Ticket are calculated according to point 19.1 [5]. The period of validity of the new product begins with the change date for a further 12 months.

20. Renewal of contract

20.1. Two months before the expiry of the validity period, the holder of the ticket will be sent a written invitation by letter or e-mail for renewal of the contract. The type of contract renewal depends on the agreed payment method:

- One-time advance payment

The contract automatically renews for twelve months upon payment of the total amount for the new Ticket as stated on the payment slip within the payment period specified in the invitation letter for the renewal of the contract. If payment is not made in time, no new contract will be concluded.

- SEPA Direct Debit (monthly debit)

The contract will automatically be renewed for twelve months if no objection is made to the contract renewal in writing either by post (recommended by registered mail) to *KlimaTicket Customer Service, P.O. Box 100, 1020 Vienna* or by using the contact form on www.klimaticket.at/kontakt within the objection period stated in the invitation letter for the renewal of the contract. If the renewal of the contract is objected in writing within the time limit, no new contract will be concluded and the SEPA mandate will be cancelled. The invitation to the renewal of the contract contains a further separate reference to the beginning of the objection period and the legal consequences in the event of the non-exercise of the right to objection.

20.2. The new contract begins on the day after the expiry date of the previous Ticket.

21. Klimaticket customer account

21.1. When purchasing the Ticket online, a customer account is automatically created as part of the order process on www.klimaticket.at. When purchasing from a service centre, a customer account can then be set up on www.klimaticket.at to view the contract and customer data at any time.

21.2. The KlimaTicket online shop lets customers order and manage the Ticket independently, as well as change their customer data and view their customer account. This is a self-service. The holder of the Ticket is solely responsible for the accuracy of the customer data entered by the holder of the Ticket as well as the upload of a proper and well-recognizable photo.

21.3. In case of improper use of the online access by entering intentionally incorrect information or other improper use complaints may arise in the course of checks in accordance with these General Terms & Conditions and the conditions of carriage of the transport companies and associations. This may lead to the blocking of online access and the exclusion from the use of the Ticket.

22. Change of customer data

22.1. The Ticket cannot be transferred to another person or to any other validity period.

22.2. In the event of a change of name, the Ticket will be changed without effect on its validity after the holder of the Ticket has submitted proof to a service centre. A replacement fee (see Appendix 4 [6]) will be charged for this.

22.3. A change in the customer data specified in the order, e.g. name, address or e-mail address of the holder of the Ticket must be declared immediately by means of the contact form on www.klimaticket.at/kontakt, in person at a service centre or online in the customer account. In the event of a lack of information about changes in the customer data, all documents and declarations sent to the last address/e-mail address given shall be deemed to have been received in accordance with the rules.

23. Liability

23.1. All participating transport companies and associations accept the Ticket, irrespective of the place of sale, as proof of payment of the transport service provided by the transport company and used by the passenger. The selling agency being a transport company or association or One Mobility Ticketing GmbH as well as the Federal Government as seller of the Ticket, do not therefore provide the transport service in connection with the Ticket, rather the transport service can be provided exclusively by the respective transport company. The transport service is provided, carried out and managed exclusively by the respective transport companies and the transport contract is concluded exclusively between the holder of the Ticket and the respective transport company. The respective transport company, whose transport service is used by the holder of the Ticket, is solely and exclusively liable for all consequences or damages resulting from or related to the transport service. Any liability of the Federal Government, One Mobility GmbH or One Mobility Ticketing GmbH toward holders of the Ticket in connection with the transport service or the resulting consequences or damages is explicitly excluded.

23.2. The holder of the Ticket is liable for damages which are caused by incorrect information provided during a purchase.

23.3. If incorrect information is intentionally provided during the booking process, or if it is misused, the holder of the Ticket can be permanently excluded from the use of the Ticket. In addition, criminal charges can be pressed in these cases.

23.4. The Federal Government reserves the right to exclude the holder of the ticket from the use of the ticket and/or to file a criminal complaint in the event of counterfeiting and misuse, for example when the ticket is passed on to third parties. In addition, inspections may lead to complaints in accordance with the conditions of carriage of transport association companies and transport companies.

23.5. The uninterrupted availability of the website www.klimaticket.at cannot be guaranteed. In this respect, there is a dependence on technical requirements for internet services and telecommunications. The Federal Government, One Mobility GmbH and One Mobility Ticketing GmbH are not liable for the availability of the website www.klimaticket.at. This also applies to necessary maintenance periods.

23.6. The Federal Government, One Mobility GmbH and One Mobility Ticketing GmbH accept no liability for the completeness, lack of contradiction, accuracy and current validity of information provided by third parties.

24. Passenger rights in the event of delay and cancellation

24.1. Holders of a valid Ticket are entitled to compensation if the railway companies used by them, except for city traffic and non-networked side-trains, repeatedly suffer delays or cancellations during the validity period of the Ticket. The handling of any claims for compensation is the responsibility of the railway operators concerned. The arrangements for payment of the compensation shall therefore be laid down in the conditions of carriage of the railway companies concerned.

24.2. The holder of the Ticket is guaranteed a punctuality level of 93.00 percent per month of validity of the ticket with all railway companies. The punctuality level of the individual railway companies is published on their websites.

24.3. If the punctuality level of a railway company is less than 93.00% within one month of validity of the Ticket, once a year after the end of the validity period, the holder of the Ticket is entitled to compensation amounting to 10% of the proportion of the basic compensation calculated for one month

and the respective railway company (available at www.klimaticket.at). The basic compensation shall be at least the ticket price less the price shares for carriage by road, in urban and non-networked side trains. The maximum annual compensation amount is 10% of the basic compensation. Refunds below four euros may be excluded from payment.

24.4. The Passenger and Passenger Rights Agency (apf) acts as an independent mediation and information centre in relation to passenger rights claims. For more information, see: www.apf.gv.at

25. Final Provisions

25.1. The prices are subject to the current tax and tax regulations.

25.2. In the event of the invalidity of individual clauses, this shall not affect the validity of other clauses.

25.3. For contracts between the holder of the Ticket and the Federal Government, Austrian law applies, with the exception of the referral rules of international private law and the UN Convention on Contracts for the International Sale of Goods. The place of performance and jurisdiction is Vienna, except in the event of a consumer business according to § 1 Consumer Protection Act (KSchG), BGBl. No. 140/1979 idgF, where the Consumer Protection Act provides for a different jurisdiction for legal disputes in connection with the present General Terms and Conditions.

Appendix 1 Joint stations abroad

- Buchs SG
- St. Margrethen
- Lindau (Lake Constance) Reutin
- Passau Hbf
- Simbach/Inn
- Tarvisio Boscoverde
- San Candido/Innichen
- Brennero/Brenner
- Sopron

Appendix 2 Klimaticket Ö permitted routes abroad

Part 1 According to the tariff regulations of the participating transport associations

- the Hungarian line section between Loipersbach-Schattendorf and Deutschkreutz
- the Hungarian line section between Baumgarten and Sopron
- the Liechtenstein line section between Tisis and Buchs (SG)

- the Italian line section between Sillian and Brenner, with a change in Franzensfeste, when travelling to and from stations in Austria
- The German line sections between Scharnitz and Ehrwald, with a change in Garmisch-Partenkirchen, when travelling to and from stations in Austria

Part 2 Routes abroad without stops in the foreign route section

- The German line section between Salzburg Main Station and Kufstein, when travelling to and from stations in Austria;
- The Liechtenstein line section between Tisis and Buchs (SG);

Appendix 3 Ticket prices

Ticket categories	Price (including 10% VAT)
KlimaTicket Ö Classic	€ 1.095
KlimaTicket Ö Youth	€ 821
KlimaTicket Ö Senior	€ 821
KlimaTicket Ö Special	€ 821
KlimaTicket Ö (Classic, Youth, Senior, Special) Family	€ 1.205/€ 931 (Classic Family/Youth, Senior, Special Family)

Appendix 4 Fees

Type of fee	Amount
Termination fee (Except for extraordinary termination) = one monthly instalment	
• KlimaTicket Ö Classic	€ 91,30
• KlimaTicket Ö Youth, Senior, Special	€ 68,40

Type of fee	Amount
• KlimaTicket Ö Classic Family	€ 100,40
• KlimaTicket Ö Youth, Senior, Special Family	€ 77,60
Replacement fee For the replace- ment issue or change issue	€ 10
Reminder fee (From second written reminder)	€ 10