

# GENERAL TERMS AND CONDITIONS

## FOR “WIENER LINIEN DIGITAL SERVICES”

In order to improve the legibility of these general terms and conditions applicable to Wiener Linien digital services, no use is made herein of any female gender formulations.

Wiener Linien digital services are offered via the following sales channels:

- The Wiener Linien online ticket shop (<https://shop.wienerlinien.at/>)
- The WienMobil app (iOS)
- The WienMobil app (Android)

Detailed information about **tickets and merchandising articles** which can be purchased by means of **digital services** can be found in **Section I**.

Details about all **supplementary mobility services**, for which Wiener Linien GmbH & Co KG (hereinafter referred to as “WL”) acts as a broker, are explained in **Section II**.

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# SECTION I – Conditions of use for tickets, admission tickets for the Remise transport museum of Wiener Linien and merchandising articles sold via the digital services of Wiener Linien GmbH & Co KG

## 1. Scope of validity and consent

- 1.1. The following Conditions of Use apply to all purchases of tickets, admission tickets for the Remise transport museum of Wiener Linien and merchandising articles transmitted to WL electronically. The **Tariff Terms and Conditions for the Transport Authority Eastern Region (VOR) (legal notices)** and the **Terms and Conditions of Carriage of Wiener Linien GmbH & Co KG (legal notices)**, as amended, also constitute integral elements hereof and shall remain unaffected hereby. These terms and conditions can be downloaded at [www.wienerlinien.at](http://www.wienerlinien.at).
- 1.2. WL retains the right to make amendments to these Conditions or Use without prior notice. As a registered user, you will be appropriately informed of any such amendments the next time that you use WienMobil. You are required to accept every amendment separately and such acceptance shall apply to all future usage from the relevant point in time.
- 1.3. If you do not accept these conditions of use, it will no longer be possible to use WienMobil as a registered user. If this is the case, you will only be able to make use of those features for which no registration is required (e.g. route planning, information about disruptions, etc.).

## 2. Concluding the contract

- 2.1. A legally binding service contract shall be concluded between yourself and WL when you click on the button “Confirm order / purchase / purchase for €xx.xx” in the course of the ordering process and during the transmission of an order confirmation or a link to download a ticket via email.
- 2.2. A legally binding service contract shall be concluded between yourself and WL when you click on the button “Confirm order “ in the course of the ordering process and during the transmission of an order confirmation for **merchandising articles** or for admission tickets for the Remise transport museum via email.
- 2.3. This shall entail your customer data and the contract data for billing purposes, as well as the data necessary for setting up your subscription contract, being stored electronically. Your personal data and your orders can be viewed at any time by logging in as a customer.

## 3. Contractual language:

- 3.1. The contractual language is German. This document is an unofficial translation of a German-language original and is provided for information purposes only. In the event of any discrepancies or disputes, the German-language version hereof shall be legally binding and authoritative.

## 4. Fares

- 4.1. The fares set out in the **Tariff Terms and Conditions for the Transport Authority Eastern Region (VOR) (legal notices)** (hereinafter referred to as *VOR*), as amended, shall apply exclusively in this context.

## 5. Shipping and shipping costs

- 5.1. Merchandising articles and network maps are generally shipped to the delivery address provided within five and no later than 30 working days of receipt of payment. Shipping may be arranged by a contractual partner of WL.
- 5.2. Shipping will be to the delivery address specified in the order (generally by standard postal services, in exceptional case via courier services). Orders entailing goods with a value in excess

of EUR 500.00 may be shipped in multiple consignments. Orders for tickets which cannot be printed, and which are therefore sent by standard postal services, will be subject to a standard shipping charge of EUR 7.00.

- 5.3. In the case of orders for merchandising articles, a standard shipping charge of EUR 2.50, EUR 5.00, EUR 7.00 or EUR 10.00 (domestic), EUR 15.00, EUR 17.00 or EUR 25.00 (international) shall apply per order depending on the weight of the article/s and the amount of work and time involved in processing these orders.
- 5.4. Unless otherwise agreed in the course of the relevant ordering process, annual passes and merchandising articles with an order value exceeding EUR 200.00 shall be shipped free-of-charge.
- 5.5. Information relating to the delivery time of tickets are set out under Point 9.9 and under Point 11.4 in the special case of annual passes.

## **6. Terms of payment**

- 6.1. The billing and payment of ordered tickets and merchandising articles shall be in Euro and settled in advance during the course of the ordering process by means of credit card, PayPal or bank transfer (eps online banking). Orders for annual passes can be made on the basis of a SEPA direct debit mandate or by means of annual or monthly direct debits.
- 6.2. In the event that, on grounds for which WL is not responsible, it is not possible to transact payments via the payment method you have specified, or should ordering processes be interrupted without any apparent need therefor, we shall retain the right to temporarily block your customer account.
- 6.3. This temporary blocking of your account will be lifted if you explicitly inform us in writing of a suitable and functional means of payments or in future refrain from unauthorised interruptions of the ordering process (via **email to: [ticketshop@wienerlinien.at](mailto:ticketshop@wienerlinien.at)**).
- 6.4. In case of recurrences (after lifting the temporary block), we retain the right to permanently block your customer account and to charge you the additional costs (payment service provider, additional administrative work, etc.) incurred by WL.

## **7. Place of performance**

- 7.1. The place of performance for all transactions is the head offices of WL located at Erdbergstraße 202, 1030 Vienna.

## 8. Overview of tickets by digital sales channel and shipping method

	By standard post	Online ticket shop	WienMobil
Annual pass		x	
Annual pass for senior citizens		x	
Top youth pass		x	x
Youth pass		x	x
Semester pass with principle place of residence in Vienna		x	x
Semester pass		x	x
Summer holidays monthly pass		x	x
Monthly pass	x	x	x
8-day ticket	x		
Weekly pass	x	x	x
72 hours Vienna	x	x	x
48 hours Vienna	x	x	x
24 hours Vienna	x	x	x
Day ticket		x	x
Single trip Vienna	x		x
Single trip Vienna reduced	x		x
Single trip Vienna senior citizen	x		x
2 trips Vienna	x		
2 trips Vienna reduced	x		
Senior citizen for 2 trips Vienna	x		
Vienna City Card		x	x
EASY CityPass Vienna		x	x
QUEER CityPass Vienna		x	x
Admission ticket for Remise transport museum, full price, adult		x	
Admission ticket for Remise transport museum, reduced price, adult		x	
Admission ticket for Remise transport museum, full price, youth		x	
Admission ticket for Remise transport museum, reduced price, youth		x	

- 8.1. In addition to the tickets listed above, it is also possible to purchase print-at-home tickets (single journey, daily passes, weekly passes and monthly passes) for journeys from A to B for the Transport Authority Eastern Region (VOR) in the online ticket shop.
- 8.2. As mentioned in the descriptions for the various sales channels, tickets will be sent/transmitted/offered either as print-at-home tickets or as mobile tickets to be displayed on mobile end devices, or sent by post.
- 8.3. A network map covering all of Vienna can also be ordered and shipped by standard mail.

## 9. Ticket details

### Mobile tickets

- 9.1. Please note that it is only possible to display tickets on your mobile device if you are logged in to the mobile sales channel. If you purchase a ticket for another person, this will also be displayed on the mobile device under your user account. If your mobile device is not suitable for

displaying mobile tickets, then you will need to print your ticket and take this printout with you (print-at-home). Please also ensure that your ticket can be correctly and legibly displayed on your mobile device so that it can be presented in conjunction with the defined photo ID in the event of a ticket inspection.

- 9.2. Tickets purchased via the WienMobil-App will be displayed directly on your mobile device, once the ordering process has been completed.
- 9.3. The software necessary to display tickets on your mobile device is made available by WL free-of-charge. For more information, please visit [“How to display tickets on your mobile”!](#)
- 9.4. We wish to explicitly point out that, depending on the relevant terms and conditions of your mobile provider, receiving data packets may incur costs. Therefore, please consult your mobile provider about possible costs which may be incurred if you download data via your mobile network (also any roaming fees).
- 9.5. Tickets which can be displayed on suitable mobile devices are not transferable and are valid only in combination with a photo ID. Top youth passes and youth passes are only valid in combination with a school or apprenticeship/trainee ID or an authorisation ID (*Berechtigungsausweis*) issued by VOR. Student passes are only valid in combination with a student ID.

#### **Print-at-home-tickets**

- 9.6. With regard to the validity of the available print-at-home tickets, you yourself are responsible for ensuring that all of the details defined by Point 3.4 of [Tariff Terms and Conditions for the Transport Authority Eastern Region \(VOR\) \(legal notices\)](#), as amended, are sufficiently legible on the printout for inspection purposes. Note in particular that tickets are to be printed in the original size. Any tickets which are not complete and clearly legible or verifiable in the course of a ticket inspection shall be deemed invalid.
- 9.7. Print-at-home tickets are not transferable and are valid only in combination with a photo ID. Top youth passes and youth passes are only valid in combination with a school or apprenticeship/trainee ID or an authorisation ID (*Berechtigungsausweis*) issued by VOR. Student passes are only valid in combination with a student ID.

#### **Tickets sent by post**

- 9.8. In the case of tickets sent by post, the risk of loss or damage shall first be borne by you from the point in time that you or a third party you designate takes receipt of the ticket. In the event that you collect the ticket yourself or instruct a third person to do this on your behalf (e.g. a courier) rather than making use of one of our recommended options, then you shall bear the associated risks from the point in time that the ticket is handed over to you or your designated third party.
- 9.9. Tickets sent by post are generally shipped to the delivery address provided within five and no later than 30 working days of receipt of payment. Shipping may be arranged using contractual partners of WL.

### **10. Online semester passes**

- 10.1. Student passes are monthly and semester passes for regular students at an institution of higher education as defined by Article 3 of the Student Support Act (*Studienförderungsgesetz*).
- 10.2. An online connection to universities is used in order to verify university attendance. All other acceptance criteria must also be met at the time of purchasing the ticket. In the case of semester passes for students with their main place of residence in Vienna, the day of purchase is the relevant date for the entitlement in terms of the main place of residence. In the event of incorrect details leading to the unauthorised purchase of a monthly or a semester pass, WL retains the right not only to demand the return of the pass but also, explicitly, to resort to other legal steps.

## **11. Annual pass online services**

- 11.1. Our annual pass online services offer you the option of ordering and managing annual passes yourself and also changing your customer master data and viewing your customer account. As an existing annual pass holder, a few steps is all it takes to register and set up your online access as well as to view your contract and customer details. We wish to point out that this relates to a self-service option and that you yourself are exclusively responsible for the accuracy of the data as well as for uploading an appropriate and clearly identifiable photo.
- 11.2. In the course of inspections, misuse of these services may provide grounds for complaints with regard to the valid **Tariff Terms and Conditions for the Transport Authority Eastern Region (VOR)** and the **Terms and Conditions of Carriage of Wiener Linien GmbH & Co KG** and/or may lead to the blocking of your online access and to your being excluded from using the annual pass online services.
- 11.3. Annual passes are generally issued to come into effect on the first day of the next month and are then valid for a period of calendar one year from this point in time.
- 11.4. Annual passes are usually sent to the delivery address provided within two weeks of being ordered or, in the case of renewals, in the week prior to becoming valid.

## **12. Recession, refund and exchange**

- 12.1. Tickets for Vienna (corezone Vienna) which are offered as print-at-home or mobile tickets for display on mobile devices cannot be cancelled, exchanged or refunded; there is not right of recession (also refer to **Tariff Terms and Conditions for the Transport Authority Eastern Region (VOR) (legal notices)**).

## **13. 13. Right of withdrawal**

- 13.1. No right of withdrawal as defined by Article 1 (3) of the Austrian Act on Distance and Off-Premises Transactions (FAGG) exists in the case of contracts relating to passenger services. Any right of withdrawal therefore applies exclusively to the purchase of merchandising articles and network maps for Vienna. The purchase of these articles or maps is not excluded from the right of withdrawal pursuant to Section 18 of the Austrian Act on Distance and Off-Premises Transactions (FAGG). As a consumer in accordance with the Consumer Protection Act (KSchG) you may withdraw from the agreed contract within 14 days without giving reasons.
- 13.2. The period for exercising the right of withdrawal begins on the day on which you or your designated third party (with the exception of those third parties acting as carriers) assume ownership of the goods.
- 13.3. To exercise your right of withdrawal, you must submit an unambiguous written notification of your decision to withdraw from this contract (Wiener Linien GmbH & Co KG, Sales & Consultation Department, Erdbergstraße 202, A-1030 Vienna, ticketshop@wienerlinien.at, Fax: +43 (0)1 7909 73009) (e.g. letter sent by mail, fax or e-mail). You may use below sample withdrawal form; however, its use is not mandatory.
- 13.4. In order to meet the deadline for the withdrawal, it is sufficient for you to send the notification stating that you wish to make use of your right of withdrawal before the expiry of the withdrawal period, as can be proven.
- 13.5. 13.5 Deviating from Section 13.1 and the offers listed therein, the exception from the right of withdrawal pursuant to Section 18 para. 1 no. 11 FAGG due to the beginning of the contract execution prior to the end of the withdrawal period applies to orders of any other digital contents not stored on a physical data medium, specifically downloadable games.
- 13.6. 13.6 The right of withdrawal is entirely excluded for business customers.

#### **14. Merchandising articles and network map for Vienna**

- 14.1. Merchandising articles and network maps are generally shipped to the delivery address provided within five and no later than 30 working days of receipt of payment. Shipping may be arranged using contractual partners of WL.
- 14.2. The warranty is based on the legally applicable requirements (24 months from receipt of the goods). Unless otherwise prescribed by law, any liability to provide compensation in cases of consequential damages or losses and any other damage to or loss of property, financial losses and losses incurred by third parties is hereby excluded.
- 14.3. In the case of goods sent by post, the risk of loss or damage relating to the goods shall first be borne by you from the point in time that you or a third party you designate takes receipt of the goods. In the event that you collect the goods yourself, or instruct a third person to do so on your behalf (e.g. a courier), rather than making use of one of our recommended options, then you shall bear the associated risks from the point in time that the goods are handed over to you or your designated third party.
- 14.4. Customs duties related to shipments beyond the bounds of the EU should be clarified with the competent customs authorities.

#### **Retention of title relating to merchandising articles**

- 14.5. All merchandising articles shipped shall remain the property of WL until paid for in full.

#### **Consequences of rescinding orders for merchandising articles and Vienna network maps**

- 14.6. If you withdraw from this contract, we shall be required to reimburse all payments we have received from you, including the shipping costs (with the exception of additional costs which arise as a result of your selecting a shipping option other than the most cost-efficient standard option offered) without delay and no later than 14 days after the date of our receipt of the notification of your withdrawal from the contract. This reimbursement shall be based on the same method of payment which you used for the original transaction unless explicitly agreed otherwise; Under no circumstances will you be subject to charges for this reimbursement.
- 14.7. If you have received goods, you shall be required to return these to us without delay and in no case later than 14 days after the day upon which you informed us of your intention to withdraw from the contract. This deadline shall be regarded as having been complied with if you provide evidence that goods were dispatched within 14 days. You shall bear the costs directly related with the return of the goods.
- 14.8. In the event of a withdrawal from a contract, we shall have the right to delay reimbursement until such time as we have received the goods or you provide evidence that the goods have been returned, whichever point in time is earlier.
- 14.9. You shall only be obliged to reimburse any decline in the value of the goods if this is attributable to the use or handling of the goods in a manner other than that associated with an assessment of the properties, characteristics and features of the goods.



### Sample withdrawal form

If you wish to withdraw from the contract, you can complete and send the following form to us:

Wiener Linien GmbH & Co KG, Abteilung Vertrieb & Beratung, Erdbergstraße 202, 1030 Vienna, [ticketshop@wienerlinien.at](mailto:ticketshop@wienerlinien.at).

— I/We (\*) hereby withdraw from the contract concluded with regard to the purchase of the following goods  
— Ordered on / Received on (\*)  
— Name/s of the consumer/s  
— Address of the consumer/s  
— Signature of the consumer/s (only if in writing)  
— Date  
(\* ) Delete as appropriate

## 15. Liability

- 15.1. You shall be liable vis-a-vis WL for any losses incurred as a result of your abusing our online services or providing false details. As a result, you may be permanently excluded from using these services in future.
- 15.2. We cannot guarantee uninterrupted access to the online services offered due to the fact that the necessary technical preconditions for internet services and telecommunications are beyond our sphere of influence. We shall accept no liability for the temporary non-availability of the online services. The same shall apply with the regard to necessary maintenance intervals.
- 15.3. We shall also accept no liability in connection with the completeness, accuracy, up-to-date status or any contradictions relating to information provided by third parties (e.g. links to third-party websites).

## 16. Dispute resolution

- 16.1. Of the bodies defined as alternatives for resolving disputes set out under Article 4 of the ADR Act (*Alternative Streitbeilegungs-Gesetz*), Wiener Linien may consider the Agency for Passenger Rights (*Agentur für Passagier- und Fahrgastrechte*) and the Internet Ombudsstelle.
- 16.2. We recognise the Agency for Passenger Rights (*Agentur für Passagier- und Fahrgastrechte*), a department of SCG (Schienen Control GmbH), as an out-of-court arbitration board in connection with bus and coach passenger rights defined by the terms and conditions set out under Article 2 (2) of Regulation (EU) No. 181/2011. For more information, particularly with regard to contacting this arbitration board (registration is a precondition for out-of-court dispute resolution), please refer to: <https://www.apf.gv.at/de/agentur-fuer-passagier-und-fahrgastrechte-apf-home.html>
- 16.3. We also recognise the Internet Ombudsstelle as an out-of-court arbitration board: Internet Ombudsstelle, Ungargasse 64-66/3/404, 1030 Wien E-Mail: [kontakt@ombudsstelle.at](mailto:kontakt@ombudsstelle.at) . For more information, particularly with regard to contacting this arbitration board (registration is a precondition for out-of-court dispute resolution), please refer to: [www.ombudsstelle.at](http://www.ombudsstelle.at)
- 16.4. The procedural guidelines of the Internet Ombudsstelle for alternative means of resolving disputes based on the ADR Act (*Alternative Streitbeilegung-Gesetz*) can be viewed under [https://www.ombudsstelle.at/fileadmin/daten/Verfahren/Richtlinien\\_AStG-Verfahren.pdf](https://www.ombudsstelle.at/fileadmin/daten/Verfahren/Richtlinien_AStG-Verfahren.pdf); while those for arbitration processes not covered by the scope of the ADR Act (standard procedure) can be found under: [https://www.ombudsstelle.at/fileadmin/daten/Verfahren/Richtlinien\\_f%C3%BCr\\_das\\_Standard-Verfahren.pdf](https://www.ombudsstelle.at/fileadmin/daten/Verfahren/Richtlinien_f%C3%BCr_das_Standard-Verfahren.pdf)
- 16.5. Disputes with our company can also be resolved through reference to the online dispute resolution website of the European Commission: <http://ec.europa.eu/consumers/odr/>.

## SECTION II – Conditions of use for supplementary mobility services provided by the service WienMobil

### 17. Scope of validity and consent

- 17.1. These Conditions of Use apply with regard to the use of WienMobil as a **platform for supplementary mobility services** provided indirectly by Wiener Linien & Co KG (hereinafter referred to as WL).
- 17.2. It is explicitly stated that these Conditions of Use (Section II) do not relate to the purchase of WL tickets.
- 17.3. You can only use the full scope of WienMobil after registration and acceptance of these Conditions of Use.
- 17.4. WL retains the right to make amendments to these conditions or use without prior notice. As a registered user, you will be appropriately informed of any such amendments the next time that you use WienMobil. You are required to accept every amendment separately and this acceptance shall apply to all future usage from the relevant point in time.
- 17.5. If you do not accept these conditions of use, it will no longer be possible to use WienMobil as a registered user. If this is the case, you will only be able to make use of those features for which no registration is required (e.g. route planning, information about disruptions, etc.).

### 18. Scope of the supplementary mobility services

- 18.1. WL acts free of charge as a broker between WienMobil users and WienMobil partners. The latter provide supplementary mobility services in return for a fee. The various partner-specific general terms and conditions have been compiled and can be accessed via the following link:

<https://www.wienerlinien.at/eportal3/ep/contentView.do/pageTypeld/66526/programId/2177983/contentTypeld/1001/channelId/-4001528/contentId/1801607>

WienMobil provides information about these partner services and acts as a platform for concluding contracts with WienMobil partners. **WL shall not itself be a contractual partner for the partner contracts its brokers.**

- 18.2. In as far as is possible, pricing information shall be provided for the routes calculated. A “from price” or an “approx. price” will be calculated for the requested route, which depends on the proposed means of transport and/or the proposed mobility services (e.g. taxi, car-sharing, bike-sharing). It is clearly stated here that these prices are purely informative in nature and are therefore not legally binding.

All of the information relating to the supplementary mobility services will be provided by the respective WienMobil partners. WL shall accept no liability with regard to the accuracy, correctness and completeness of this information (such as that relating to availability or actual prices; see above). Display errors, interruptions (as a result of a temporary and/or partial lack of availability, repair, update or maintenance work relating to websites or any other grounds), inaccurate, incorrectly forwarded or erroneous information or the failure to transmit information can never be completely excluded.

Every WienMobil partner itself always remains responsible for the accuracy, completeness and correctness of the information (described) which it provides (such as availabilities, disruptions, etc.) (refer also to Point 22.2). The availability of services provided by a WienMobil partner may

change between the point in time of your selection and the point in time that the corresponding contract with the relevant WienMobil partner is concluded (refer also to Point 19.1).

18.3. WL cannot guarantee the technical availability of WienMobil at all times.

## **19. Concluding the contract**

19.1. When you click on the button “Reserve / Register / Order Taxi”, a legally binding brokerage agreement between yourself and WL shall be entered into if the partner service you have selected is actually available at this point in time. The conclusion of the contract with the relevant WienMobil partner for the mobility services offered by the same therefore takes place in a subsequent step in accordance with the terms and conditions of the relevant partner (refer to Point 18.1). Please note that different procedures are required by the various WienMobil partners in order to be able to use their mobility services.

19.2. The partner-specific terms and conditions set out under Point 18.1 shall form the basis of the contractual arrangements between yourself and the WienMobil partners (e.g. in terms of payment, liability, term, termination, etc.).

19.3. Other than those requirements defined by law, WL shall accept no responsibility or liability for the successful brokerage or the actual availment of the mobility services you have selected.

## **20. End of contractual term and exclusion from use**

20.1. The brokerage agreement concluded between yourself and WL shall expire or be terminated, either:

- By means of the conclusion of a service agreement with the relevant WienMobil partner you have selected (refer to Point 19.1)
- or
- By means of the voluntary termination of the ordering process or an interruption on technical grounds.

20.2. WL retains the right to exclude you from the use of WienMobil if you intentionally provide false information, misuse WienMobil or breach other important terms and conditions set out herein.

## **21. Cancellations**

21.1. In the event that the relevant WienMobil partner’s terms and conditions (refer to Point 18.1) permit cancellations and the relevant WienMobil partner supports this function technically, it is possible for you to cancel the partner services you have booked via WienMobil. If this is not the case, you need to contact the relevant WienMobil partner directly in order to make a cancellation.

## **22. Liability**

22.1. In its role as a broker and an interface between you and the WienMobil partners, WL shall be liable solely for carefully conducting its brokerage activities and in no case for any claims asserted against WienMobil partners in connection with their provision of services.

22.2. WL shall accept no liability for the completeness, accuracy, up-to-date status or the absence of any contradictions with regard to the information made available by WienMobil partners.

22.3. WienMobil is provided solely for private and non-commercial purposes: Any other usage, particularly for commercial purposes, is subject to the explicit, prior and written approval of WL, or otherwise prohibited.

## **23. Concluding provisions for Sections I and II**

23.1. These Conditions of Use shall apply from 06.08.2017.

- 23.2. Austrian shall apply with the exclusion of conflicts of law provisions and the UN Law on the International Sale of Goods.
- 23.3. The legal venue for settling disputes shall be the competent court of law in Vienna. With regard to consumers, as defined by the Austrian Consumer Protection Act (*KSchG*), as published in the Federal Law Gazette (*BGBI. 140/1979*), the stipulations of Article 14 thereof shall apply.
- 23.4. In the event that any provisions of these Conditions of Use should be or become invalid, this shall have no bearing on the validity of the remaining provisions hereof.

These General Terms and Conditions are effective as of 3<sup>rd</sup> May 2021 (last update)