

GENERAL TERMS AND CONDITIONS FOR "DIGITAL WIENER LINIEN DISTRIBUTION CHANNELS"

Digital Wiener Linien (hereinafter referred to as WL) services are offered through the following distribution channels:

- fanshop operated by Wiener Linien (<https://shop.wienerlinien.at/>) for the sale of merchandising articles
- WienMobil ticketshop App (iOS/Android) for the sale of tickets
- WienMobil ticketshop operated by Wiener Linien (<https://shop.wienmobil.at>) for the sale of tickets

These GTC apply to the use of these distribution channels.

PART I Sale of tickets and other articles (tickets, merchandising articles)

1. Scope and consent

1.1 The following Terms and Conditions of Use apply to the purchase of tickets and other items via the digital sales channels listed. The [Fare Terms and Conditions of the Eastern Region Transport Association \(legal notice\)](#) and the [Conditions of Carriage of Wiener Linien GmbH & Co KG \(legal notice\)](#), as amended from time to time, are an integral part of any contract when tickets are purchased.

1.2 WL reserves the right to make changes to these terms of use without prior notice. You may only proceed to purchase tickets and other items via the digital sales channels if you provide your consent. If you do not agree, you can only use those functions that do not require registration (e.g. route information, information about disruption to services).

1.3 The terms of use governing the use of "logwien" are applicable to the login page "[logwien](#)". "logwien" enables you to use [the online services of the companies in the Wiener Stadtwerke Group](#) by logging in just once and with one password.

2. Conclusion of contract

2.1 By clicking on the button "order now for a fee/pay now/buy for xx €" during the ordering process and sending an order confirmation by e-mail, a legally valid contract of carriage (in the case of the purchase of tickets) or a legally valid contract of sale (in the case of the purchase of other articles) is concluded between you and WL.

2.2 During the registration process, your customer data will be stored, and during the ordering process, your contract data will be stored for billing purposes and for the preparation of the contract. Your personal data and orders can be viewed at any time via the customer login link.

3. Contract language

3.1 The contractual language is German.

4. Prices

4.1 The tickets sold by WL, insofar as they are VOR tickets, are exclusively governed by the tariffs set out in the [Fare Terms and Conditions of the Eastern Region Transport Association \(legal notice\)](#) (hereinafter referred to as "VOR"), as amended from time to time.

5. Delivery and shipping costs

5.1 Merchandising articles and tickets are generally delivered to the specified delivery address within five working days of order confirmation by e-mail, in any case within 30 days. Delivery can also be executed by contractual partners of WL.

When the ordered ticket or merchandising article is dispatched, the risk of loss or damage is only transferred to you when the ticket or merchandising article is delivered to you or to a third party authorised by you. If the ticket or merchandising article is collected by you or a third party authorised by you (e.g. courier service) without selecting the option suggested by us, the risk will pass to you or to the third party authorised by you as soon as the ticket or merchandising article is handed over.

5.2 The goods will be shipped to the delivery address specified in the order (usually by post, in exceptional cases by courier). Orders may be dispatched in several batches. In the case of orders for tickets that cannot be printed out but are delivered by post and orders for merchandising articles, a flat-rate shipping fee will be charged, the amount of which, together with all the other flat-rate shipping fees, can be viewed in the shopping basket during the ordering process. Annual tickets are delivered free of shipping costs.

5.3 All merchandising articles supplied remain the property of WL until payment has been completed.

5.4 The warranty is provided in accordance with statutory provisions (24 months from the receipt of goods). Compensation for defects/consequential damage and other property damage, financial losses and third-party losses is excluded, unless otherwise stipulated under mandatory law.

5.5 For deliveries outside the EU, you can enquire about the applicable customs duties at the relevant customs office.

6. Terms of payment

6.1 Invoicing and payment for tickets ordered or other articles must take place in euros and be completed in advance during the online ordering process using a credit/debit card, via PayPal, Apple Pay (in the WienMobil App), Google Pay (in the WienMobil App) bank transfer (eps online banking). Orders for annual tickets can also be placed by means of an annual or monthly direct debit mandate if a SEPA direct debit mandate has been issued.

6.2 If, for reasons for which WL is not responsible, it is not possible to settle payments using the payment method selected by you or if you cancel order transactions several times without apparent necessity, we reserve the right to temporarily block your customer account.

6.3 This temporary block will be lifted if you expressly assure us in writing (by sending an email to: ticketshop@wienerlinien.at) of the use in the future of a suitable and functioning means of payment or if you undertake to refrain from unjustifiably interrupting transactions in the future.

6.4 If you repeatedly engage in such actions (after the temporary block has been lifted), we reserve the right to block your customer account permanently and to charge you for any additional costs incurred by WL as a result (payment service provider, increased processing costs).

7 Place of performance

7.1 The place of performance for all business transactions is the company's head office at Erdbergstraße 202, 1030 Vienna.

8. Details of tickets

8.1 Please note that display on a mobile phone is only possible via the login of the mobile sales channel. Should you purchase a ticket for another person, it will also be displayed via your user account on your mobile phone. If your mobile phone is not capable of displaying e-tickets (mobile tickets), you must carry a printed version of your PDF ticket ("print-at-home ticket" according to the VOR Fare Terms and Conditions). Please also ensure that your ticket is displayed properly and legibly on your mobile phone.

8.2 Tickets purchased via the WienMobil app are displayed directly on the mobile phone after the order process has been completed.

8.3 The necessary services (website, app) are provided free of charge for use on the mobile phone.

8.4 We expressly draw your attention to the fact that the receipt of data packages is associated with costs which depend on the respective conditions of your mobile phone provider. Therefore, please contact your mobile phone provider for information on the possible costs (including roaming charges outside of the EU) that may be incurred when downloading data via the mobile phone network.

8.5 You are responsible for the validity of the tickets available as print-at-home-tickets insofar as all the information set out in section 3.4 of the [VOR Fare Terms and Conditions of the Eastern Region Transport Association \(legal notice\)](#), as amended from time to time, must be legible on the printout to the extent required for the inspection process; in particular, tickets must be printed in their original size. In the course of a ticket inspection, tickets that are not completely and perfectly legible and verifiable will be considered invalid.

8.6 Both e-tickets (mobile tickets) and PDF tickets (print-at-home tickets) are non-transferable and are only valid in conjunction with a photo ID. For all other tickets according to the VOR Fare Terms and Conditions, the conditions of use listed under the section "Proof of eligibility" are applicable in each case

9. Annual season tickets – online services

9.1 Our Annual Pass online services offer you the possibility of ordering and managing annual passes independently, as well as changing your customer master data and viewing your customer account. As an existing Annual Pass customer, you can log in or set up online access and view your contract and customer data in just a few steps. We would like to point out that this is a self-service option and therefore you are solely responsible for the accuracy of information and for uploading a proper and clearly recognisable photo.

9.2 Improper use of this service may result in your online access being suspended and you being barred from using Annual Pass online services.

9.3 Annual tickets are generally issued at the start of the term on the first day of the following month and are valid for one calendar year from this date.

9.4 Annual Passes are usually delivered to the specified delivery address within two weeks of the order or, in the case of subscription renewal, in the week prior to the start of validity.

10 Cancellation, repurchase and exchange

10.1 Tickets for the Vienna core zone offered as online tickets for independent printing (PDF ticket/print-at-home ticket) or as e-ticket (mobile ticket) for mobile display cannot be cancelled, exchanged or repurchased; there is no right of withdrawal (see also VOR [Fare Terms and Conditions of the Eastern Region Transport Association \(legal notice\)](#)).

11. Withdrawal

11.1 Under § 1 (3) FAGG (Distance and Outward Transactions Act), there is no right of cancellation for contracts for the carriage of persons. Therefore, this right only applies to the purchase of merchandising articles.

11.2 The withdrawal period in the case of the purchase of merchandising articles begins on the day on which you or a third party named by you who is not acting as a carrier obtains possession of the goods.

11.3 In order to exercise your right of withdrawal, you must inform us (Wiener Linien GmbH & Co KG, Abteilung Vertrieb & Beratung, Erdbergstraße 202, A-1030 Vienna, ticketshop@wienerlinien.at, tel.: +43 (0) 1 7909 100 fax: +43 (0)1 7909 73009) of your decision to withdraw from this contract in a clear written declaration (e.g. a letter sent by post, fax or e-mail). You can use the sample cancellation form below (see point 11.9.), although you are not obliged to do so.

11.4 In order to meet the deadline for exercising your right of withdrawal, it suffices if you demonstrably send the notification of the exercise of your right of withdrawal before the expiry of the withdrawal period.

11.5 If you withdraw from this contract, we are obliged to refund any payments we have received from you, including delivery costs (with the exception of additional costs attributable to the fact that you have chosen a delivery method other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days of the day on which we receive notification of your intention to withdraw from the contract. When repaying amounts, we will use the same means of payment used by you in the original transaction, unless expressly stipulated otherwise by you; in no case will you be charged for this repayment.

11.6 If you exercise your right of withdrawal, you must return or hand over the merchandising article in question to us without delay, in any case no later than 14 days from the day on which you notify us of the cancellation of the contract. The deadline is deemed met if you demonstrably send the article in question before the expiry of the 14-day period. You will bear the direct costs of the return shipment.

11.7 If you exercise your right of withdrawal, we may refuse to refund you until the merchandise in question has been returned to us or you have furnished proof that you have returned the item, whichever is earlier.

11.8 You will only be obliged to cover the costs of any loss in the value of the merchandising article in question if this loss in value is attributable to handling of the item that is not related to checking its condition, properties and functioning.

11.9 If you wish to cancel the contract, you can complete the following form and return it to us [Cancellation form \(PDF\)](#)

Wiener Linien GmbH & Co KG, Sales & Consulting Department, Erdbergstraße 202, A-1030 Vienna, ticketshop@wienerlinien.at.

- I/We (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following articles (*)/

- Ordered on (*)/received on (*)

- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only in the case of notification in paper format)
- Date
- (*) delete as applicable

11.10 In a departure from section 11.1 and the offers mentioned therein, the exception from the right to withdraw from the contract based on the commencement of the performance of the contract before the expiry of the withdrawal period provided for in section 18 para. 1 no. 11 FAGG shall apply to orders for other digital content not stored on a physical data carrier, in particular downloadable games.

11.11 For entrepreneurs, there is no right of withdrawal.

12. Liability

12.1 If you make false statements when using our online services or misuse them, you will be liable to WL for any damage incurred. In addition, you may be permanently excluded from using our services.

12.2 WL cannot guarantee uninterrupted availability of the online services offered, as the necessary technical requirements for internet services and telecommunications are beyond our control. WL therefore accepts no liability if online services are temporarily unavailable. The same applies to necessary maintenance periods.

12.3 Furthermore, WL accepts no liability for the completeness, consistency, accuracy and timeliness of information provided by third parties (e.g. links to third-party websites).

13. Dispute resolution

13.1 Of the alternative dispute resolution bodies ("ADR bodies") listed in article 4 of the Alternative Dispute Resolution Act ("AStG"), the Passenger Rights Agency and the Internet Ombudsman for WL are eligible to deal with disputes.

13.2 WL recognises the "Passenger and Passenger Rights Agency" (APF), part of SCG (Schienen Control GmbH), as an extrajudicial dispute resolution body for services governed by article 2(2) of Regulation (EU) No 181/2011 on the rights of passengers in bus and coach transport. For more information, in particular on how to access this dispute resolution body, go to: <https://www.apf.gv.at/de/agentur-fuer-passagier-und-fahrgastrechte-apf-home.html>

13.3 WL further recognises the Internet Ombudsman as an out-of-court dispute resolution body: Internet Ombudsman's Office, e-mail: kontakt@ombudsstelle.at. For more information, in particular on how to access this arbitration board (requirements for out-of-court dispute resolution, registration), go to www.ombudsstelle.at.

13.4 The procedural guidelines of the Internet Ombudsman's Office for alternative dispute resolution under the AStG (AStG conciliation procedure) can be viewed at https://www.ombudsstelle.at/fileadmin/daten/Verfahren/Richtlinien_AStG-Verfahren.pdf and those for the conciliation procedure beyond the scope of application of the AStG (standard procedure) at https://www.ombudsstelle.at/fileadmin/daten/Verfahren/Richtlinien_f%C3%BCr_das_Standard-Verfahren.pdf

13.5 For the settlement of disputes with our company, the online dispute resolution platform of the European Commission can also be used: <http://ec.europa.eu/consumers/odr/>

PART II – complementary mobility services within the framework of WienMobil services

14. Access

14.1 Within the framework of WienMobil services, WL provides access to the services of different mobility providers. This access is provided through links to their applications and services.

14.2 The use of the entire range of services within the scope of the WienMobil service, solely for information purposes, does not require registration or acceptance of these Terms and Conditions. Registration in the WienMobil App is only required in the event of a ticket purchase.

14.3 The general terms and conditions of the individual mobility providers can be accessed collectively via the following link:

<https://www.wienerlinien.at/wienmobil/rechtliches>

These GTC are the basis for the contractual relationship with the providers of complementary mobility services (e.g. as regards payment, liability, duration, termination, etc.).

14.4 WienMobil only provides information about these mobility services. WL itself is not a contractual partner (see 14.1.)

14.5 If available, price information is provided in the WienMobil service. Depending on the proposed means of transport or proposed mobility service (e.g. taxi, car sharing, bike sharing), an "as of price" or "approximate price" is calculated for the requested route. It should be noted that these prices are purely informative and therefore not legally binding.

14.6 All information on complementary mobility services is provided by the respective providers. WL does not furnish any guarantee concerning the accuracy, correctness and completeness of this information (such as availability or the final price, see above). Display errors, interruptions (due to a temporary and/or partial outage, repairs, updating or maintenance work on websites or for any other reason), inaccurate, misdirected or untrue information or non-transmission of information cannot be entirely excluded.

Each provider of complementary mobility services is solely responsible for the accuracy, completeness and correctness of any (descriptive) information (such as availability, disruptions, etc.) provided. This means that the availability of services may vary between the moment you select the services and the moment the contract is concluded.

14.7 WL cannot guarantee permanent availability of the WienMobil service.

15 Liability

15.1 To the extent permitted under mandatory statutory provisions, WL accepts no liability for linked information and complementary mobility services or for any claims in connection with such information or complementary mobility services.

16. Intended use

16.1 The WienMobil service is available to you exclusively for private, non-commercial purposes; any other use – in particular commercial use – is not permitted without the prior explicit written consent of WL.

17. Concluding provisions

17.1 Austrian law is applicable to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

17.2 The place of jurisdiction is the competent court in Vienna. The provisions of § 14 KSchG apply to consumers within the meaning of the KSchG (Consumer Protection Act BGBl 140/1979).

17.3 Should any individual provision in these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

These General Terms and Conditions are applicable from 10.08.2022 (last amended)