



General Terms of Sale and Use

www.oui.sncf

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RECITALS

Unless expressly provided otherwise, the services available on <https://en.oui.sncf/en/> are proposed by Oui.sncf in the name and on behalf of its Partners (SNCF, Ouigo and Blablabus etc.) or by its Partners directly via their co-branded ranges.

Oui.sncf is a French *société par actions simplifiée* (simplified company) with a share capital of €10,672,000, whose registered office is located at 2 Place de la Défense, CNIT 1, BP 440, 92053 Paris La Défense Cedex, registered in the Nanterre Trade and Companies Register under number 431 810 621 and in the Atout France register of travel agents and tour operators, pursuant to Article L. 211-1 *et seq.* of the French Tourism Code (*Code du Tourisme*), under number IM092100016.

Financial cover: APS financial protection scheme - Oui.sncf has taken out insurance in accordance with the provisions of the French Tourism Code, with Gan Eurocourtage IARD, Tour Gan Eurocourtage, 4/6 Avenue d'Alsace, 92033 La Défense Cedex, covering bodily injury and material and non-material damage and losses caused by its business activity, in an amount of €7,622,451 for any one loss and any one insurance year.

CHAPTER I GENERAL PROVISIONS

Clause 1. DEFINITIONS AND SCOPE

1.1 DEFINITIONS

“Order” means any booking made and validated by a User on the Website.

“General Terms” means these general terms of sale and use of the Website.

“Special Terms” means the contractual terms specific to each Service (regardless of the name used: “terms and restrictions”, etc.), which may be consulted on the Website before validating any Order.

“Terms of Sale” means the general terms of sale applied by each Partner that must be accepted before any Order may be placed.

“Partner” means any provider of Services proposed on the Website. “Partner” includes, in particular, SNCF and Ouigo, as suppliers of rail Services, bus operators, hotel operators, Avis and insurance companies etc., providing the services that You order on the Website.

“Service” means a provision of services, such as the provision of rail, bus, mobility, accommodation, car rental or insurance Services etc. proposed by Oui.sncf on the Website. Some Services are sold by Oui.sncf, in the name and on behalf of its Partners, while others are sold by its Partners directly.

“Website” means the www.oui.sncf website published by Oui.sncf.

“You” or “User” means any person using the Website, in particular to book, order and/or purchase any Service proposed by Oui.sncf in the name and on behalf of its Partners or by its Partners directly via their co-branded range.

1.2 SCOPE

The provisions of Part 1 of Book II of the French Tourism Code, organising the sale of holidays and trips, apply to the sale of tourism Services.

Pursuant to Article R. 211-12 of the French Tourism Code, Articles R. 211-3 to R. 211-11 of that Code only apply to sales of package holidays and do not apply to transport or accommodation Services sold separately. The said regulations do not therefore apply to transport-only services and/or associated services.

If You order and pay for a train ticket and then book an additional travel service for your trip via Oui.sncf, You will not benefit from the rights established for package holidays under Directive (EU) 2015/2302 and Article L. 211-2 of the French Tourism Code. Accordingly, the Oui.sncf Partner will be solely liable for the proper performance of the accommodation and/or car rental service.

However, if You book a travel service, such as a hotel or car rental, during the same visit to our Website, within 24 hours of booking your train ticket, that service will be treated as linked travel arrangements. Oui.sncf’s financial protection applies in such cases, as required under European Union law, and You may claim a refund of the amounts paid to us for any services that are not performed due to our insolvency.

Oui.sncf is a member of the APST insolvency protection scheme. You may contact APST (15 Avenue Carnot, 75017 Paris, info@apst.travel, 01 44 09 25 35) if the service You have booked is not provided due to the insolvency of Oui.sncf. Please note that the insolvency protection scheme does not apply to contracts concluded with parties other than Oui.sncf, which may be performed despite the insolvency of Oui.sncf.

Directive (EU) 2015/2302 transposed into French law

https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5E808A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categ

These general terms of sale and use (hereinafter the “General Terms”), along with the Special Terms applicable to each Service, apply to any use of the Website, including any sale of any Services proposed on the Website by Oui.sncf in the name and on behalf of its Partners or directly by the Partners via their co-branded range or via a link to their website.

This version is valid from December 4, 2020 and cancels and supersedes all previous versions.

You should read these General Terms carefully. A link to these General Terms can be found on each page of the Website. You should download a copy and/or print them out and retain a copy in your records. These General Terms may be amended at any time and without notice. You must therefore consult and accept the General Conditions each time You make a booking, in order to check the provisions in force at that time. However, any such amendments will not apply to any bookings already made and confirmed by Oui.sncf.

Clause 2. USE OF www.oui.sncf

In order to place an Order for Services, You must first read and accept all provisions of these General Terms and the Special Terms applicable to each Service, by clicking the relevant button or, as appropriate, by telephone, before each Order. These General Terms and the Special Terms are expressly accepted whenever You validate an Order. It is technically impossible for the booking process to be completed, without that acceptance.

All of the Services are proposed in a freely accessible area of the Website (hereinafter the “Leisure Travel Area”).

2.1 USE OF THE LEISURE TRAVEL AREA

Terms of Use

The Leisure Travel Area may only be used by adults aged 18 or over with the legal capacity to contract and the Website must be used in accordance with these General Terms.

You are financially liable for any use of the Website by You, both in your own name and on behalf of third parties, including minors, unless You can prove fraud without any wrongdoing or negligence by You.

You warrant the truthfulness and accuracy of the information provided by You or any third party using your details on the Website.

Oui.sncf may decide to block your access to the Services proposed on the Website at any time, following a fraudulent use of the booking service available on the Website or any use of that service in breach of these General Terms.

Ordering Process

You must contact Oui.sncf, in accordance with the provisions of Clause 13 in case You do not receive an Order confirmation after validating your Order.

You may make a provisional booking for the rail services provided by certain railway companies, which must be confirmed within the time limit set by the relevant company, notified at the time of the provisional booking. To confirm a provisional booking and book your train ticket, You must validate the provisional booking and pay for it on the Website, using one of the Self-Service Ticket Machines at an SNCF station in France or Luxembourg or at a station ticket office or SNCF store in France, within the notified time limit. Failing this, your provisional booking will lapse and You will need to make a new booking.

You must ensure that the information (identity, email address and postal address etc.) You provide when You place your Order is correct and immediately inform Oui.sncf of any changes affecting that information, by calling +33 1 84 91 91 91 (cost of an international call plus any additional charges by operators) or completing the electronic form on the Website, to ensure that You receive the Services You have ordered.

As the Services referred to in Clauses 6, 7, 8 and 9 are sold directly by a Partner, any orders for those services will be processed and handled in full by the Partner only. Accordingly, the relevant Partner should be contacted for any questions.

Cancellation of Orders in the Leisure Travel Area

All terms governing Order cancellations and changes and/or refunds are set out in the Special Terms applicable to each Service.

Please note that no cancellations or changes are permitted for some Services. You will be informed of this before validating your Order.

In any event, booking fees and any insurance arranged will not be refunded if a booking is cancelled.

2.2 DELIVERY

Unless otherwise provided in the Special Terms and subject to the provisions set out in Clauses 3.1 and 3.3, tickets and/or travel documents issued for a Service ordered on the Website may be sent by post to the delivery address provided when You placed your Order, in accordance with the arrangements specific to each type of service, as stated in the Special Terms.

For rail services, an automated system is used by the railway company to directly send train tickets. Please note that your tickets may only be delivered by post if You place your Order at least 7 days before You travel for deliveries to France and 15 days for deliveries outside France. A longer period of time may be required during periods of disruption.

2.3 ENFORCEABILITY OF ELECTRONIC DOCUMENTS

The parties expressly agree that, save in the event of a manifest error by Oui.sncf, the data stored in the information system of Oui.sncf and/or its Partners, including in the electronic messaging systems used by Oui.sncf, or in the control systems for print-at-home tickets or e-tickets, constitutes conclusive

evidence of the Orders placed and the fulfilment of the parties' obligations. Data stored on any computer or electronic medium by Oui.sncf is treated as valid proof and, if produced as evidence by Oui.sncf in any litigation or other proceedings, it will be admissible, valid and enforceable between the parties in the same manner, on the same terms and with the same probative value as any document produced, received or retained in writing.

2.4 CANCELLATION RIGHT

You are hereby informed that, pursuant to Articles L. 221-2 and L. 221-28 of the French Consumer Code (*Code de la Consommation*), the cancellation right provided for in Article L. 221-18 *et seq.* of that Code does not apply for any of the Services proposed.

Accordingly, only the terms governing Order cancellations and changes provided for in these General Terms and/or in the applicable Special Terms apply for any Services ordered on the Website.

CHAPTER II GENERAL TERMS APPLICABLE TO SERVICES PROPOSED BY OUI.SNCF

Clause 3. RAIL SERVICES

Rail Services are proposed by Oui.sncf in the name and on behalf of the Railway Companies, mainly SNCF.

All Special Terms governing rail Services may be consulted when You place your Order. Those Special Terms constitute, with the General Terms, the entire contractual agreement reached between the parties on the terms and conditions applicable to the performance of the Service and all of their provisions must be read carefully and accepted before any Order is placed.

3.1 TERMS APPLICABLE TO “E-TICKETS”

For some journeys, the train tickets sold by Oui.sncf are only available as e-tickets.

You must ensure that You hold a card that is compatible with e-tickets (Voyageur, Grand Voyageur, Grand Voyageur Plus and Grand Voyageur le Club loyalty cards) or print out your e-ticket confirmation to present it on board the train. Even if You hold a card that is compatible with e-tickets, You may still print out the order confirmation email as a reminder of your trip (containing important information about your trip: departure and arrival times and train, wagon and seat numbers). Please note that this service is only available if You register your Voyageur, Grand Voyageur, Grand Voyageur Plus or Grand Voyageur le Club card number when placing your Order.

E-tickets are personal to the holder and non-transferable. During ticket inspections, the passenger, whose name is marked on the e-ticket, must be able to produce valid photo identification: identity card, passport or residence permit.

There is no need to validate e-ticket confirmations before boarding the train using the ticket validation machines.

E-tickets are only valid for the train, date, class and route stated on the ticket.

If any of the above rules are breached, the ticket will not be valid.

Please note that the following stages and terms apply for the e-ticket service:

- You must provide the surname, first name and date of birth of the passengers and the number of any loyalty card held before payment. Once that information has been provided, You will be able to pay for your Order.
- You may print out your e-ticket confirmation:
 - immediately after You have placed your Order, by clicking on the “Print your ticket” link.
 - at a later date, by clicking on the “Print your ticket” link included in the Order confirmation email, by clicking on the “My Train Bookings” link on the Website home page or in the “My Train Bookings” menu in the “Train” section.

You will then be asked to provide your name and the booking reference (6 letters) notified at the end of the Order process, which may also be found in the Order confirmation email.

- at a later date, at a self-service ticket machine, in which case You will need the bank card used to pay for the Order or your booking reference with the corresponding name, or at a station ticket office, in which case You will need the booking reference notified at the end of the Order process.
- An image of the e-ticket confirmation will be generated, as a PDF file, which can be printed out.
- E-tickets may be exchanged and/or refunded on the standard exchange and refund terms applicable for the relevant fare. A fee may be charged based on the date of your request for a ticket exchange and/or cancellation.
- If You decide to print out your e-ticket confirmation, the printed copy must comply with the Special Terms, as accepted by You during the Order process. Oui.sncf disclaims any liability for any non-compliance with the Special Terms:
 - E-tickets are only valid if they are printed on an A4 sheet of plain white paper (both sides), without changing the print size, in the portrait (vertical) format using a laser or inkjet printer with a minimum resolution of 300 dpi. They may not be presented on any other type of medium (electronic, screen etc.) in any circumstances whatsoever.
 - The print quality must be high. If a problem is encountered or the print quality is poor, Users must reprint the PDF file.
 - Accordingly, You must ensure, before placing any Order for an e-ticket, that You have the software and hardware configuration required to print your e-ticket confirmation, a computer connected to the Internet running the Acrobat Reader software and a printer. You should test your printer to check that it can be used to print the e-ticket correctly, before placing your Order. Oui.sncf disclaims any liability in the event that You are unable to print out your e-tickets as You do not have the software and hardware configuration required, as set out above.

Payments for Orders are collected by SNCF.

3.2 TICKET COLLECTION

If an e-ticket cannot be issued, the train ticket collection options available will depend on the location of your departure station:

- If You depart from a station located in France, You may:
 - Collect your train tickets from a Self-Service Ticket Machine located in France or at a Luxembourg station or from a ticket office or store at an SNCF station in France, even for tickets issued as part of a “Train + Avis Car” Service; or
 - Have your tickets delivered to your home by post if You place your Order at least 7 days before You travel for deliveries to France and 15 days for deliveries outside France.

- If You depart from a station located outside France, your tickets may be delivered to your home by post if You place your Order at least 7 days before You travel for deliveries to France and 15 days for deliveries outside France.

In all other cases, please call SNCF's Customer Service Department (on 3635) to see if another solution is possible.

Please note that the name of the person who made the booking and the order number will be needed to collect your ticket at a Self-Service Ticket Machine, station ticket office or SNCF Store. This also applies for tickets issued as part of a "Pack" Service ("tailored offers").

For any provisional booking of a ticket costing more than €150 to be paid for by cheque and collected from a station ticket office or an SNCF store, You will need to present two pieces of identification (and a certificate of registration (*extrait k bis*) issued within the last three months for companies).

3.3 TERMS APPLICABLE TO THALYS E-TICKETS

All Thalys train tickets are sold by Oui.sncf as an e-ticket, allowing You to travel on the Thalys international network without a physical ticket.

Your booking confirmation will be emailed to the email address provided for each passenger during the Order process.

The virtual tickets will be inspected and validated at the train doors before You board the train and/or on board the train by ticket inspectors. You will simply need to present the e-ticket and/or your My Thalys World Card and/or use the Oui.sncf application or present your SNCF loyalty card.

In order to travel with a Thalys e-ticket, You will need to produce a valid My Thalys World card or an SNCF loyalty card in your name or confirmation of the e-ticket. Failing this, your ticket will not be valid and You will need to pay a penalty fare to the ticket inspector. If a booking proves to be fraudulent, any e-tickets that have not been used will not be refunded. Please contact the Oui.sncf Customer Service Department for any complaint relating to the use of e-tickets.

The other provisions applicable to Thalys e-tickets are set out in the Thalys E-Ticket Terms of Use, that must be accepted when placing an Order.

Clause 4. BUS SERVICES

Bus Services are proposed on the Website by Oui.sncf, in the name and on behalf of the bus operators.

They are governed by these Oui.sncf General Terms and by the Special Terms of Sale of the relevant Partner, which must be accepted before placing an Order. All of those Terms governing bus Services may be consulted when You place your Order. Those Special Terms constitute, with the General Terms, the entire contractual agreement reached between the parties on the terms and conditions applicable to the performance of the Service and all of their provisions must be read carefully and accepted before any Order is placed.

Payments for Orders are collected by the relevant Partner or by Oui.sncf in the name and on behalf of its Partner. Billing is handled by the relevant Partner.

Clause 5. SNCF CARDS

Rail Services are proposed by Oui.sncf in the name and on behalf of SNCF.

All Special Terms governing SNCF cards may be consulted when You place your Order. Those Special Terms constitute, with the General Terms, the entire contractual agreement reached between the parties on the terms and conditions applicable to the performance of the Service and all of their provisions must be read carefully and accepted before any Order is placed.

Once paid for online, You may arrange to have your SNCF card or pass sent to You by post, but only if the period of validity starts at least four working days after your Order for deliveries to France.

You may also decide to collect your SNCF card or pass, before the deadline notified on the Website at the time of your booking, from a station ticket office or SNCF Store, in France only. In any event, your SNCF card must be collected before its start date.

Payments for Orders are collected by SNCF.

CHAPTER III GENERAL TERMS APPLICABLE TO SERVICES SOLD BY OUI.SNCF PARTNERS

Clause 6. "AVIS CAR RENTAL" SERVICES

The "Avis Car Rental" service proposed by Oui.sncf is provided by SNCF in partnership with Avis.

Avis is solely responsible for sales and the processing of Orders. Payments for Orders are collected by the relevant Partner or by Oui.sncf in the name and on behalf of its Partner. Billing is handled by the Partner.

The Avis Special Terms apply and may be consulted when You place your Order. Those Special Terms constitute, with the General Terms, the entire contractual agreement reached between the parties on the terms and conditions applicable to the performance of the Service and all of their provisions must be read carefully and accepted before any Order is placed.

Clause 7. "DOOR-TO-DOOR DELIVERY", "MON CHAUFFEUR" AND "ON-BOARD CATERING" SERVICES

The "Door-to-Door Delivery", "Mon Chauffeur" and "On-Board Catering" Services are sold on the Website by Oui.sncf Partners.

They are solely responsible for sales, payments, billing and the processing of Orders.

Those Services are governed by the Special Terms and the Terms of Sale of SNCF or Oui.sncf Partners made available during the Order process. Terms governing such Services may be consulted when You place your Order. Those Special Terms constitute, with the General Terms, the entire contractual agreement reached between the parties on the terms and conditions applicable to the performance of the Service and all of their provisions must be read carefully and accepted before any Order is placed.

Clause 8. CARPOOLING SERVICES

Carpooling Services are proposed on the Website, via an affiliate link, and sold directly by Comuto on its own website.

They are governed by these Oui.sncf Terms and by Comuto's Terms of Sale, which must be accepted before placing an Order. All of those Terms governing carpooling Services may be consulted when You place your Order. Those Special Terms constitute, with the General Terms, the entire contractual agreement reached between the parties on the terms and conditions applicable to the performance of the Service and all of their provisions must be read carefully and accepted before any Order is placed.

Comuto is solely responsible for sales, payments, billing and the processing of Orders.

Clause 9. ACCOMMODATION SERVICES

Accommodation Services are proposed via an affiliate link and sold directly by Booking on its own website.

Those Services are governed by the Special Terms and Booking's Terms made available during the Order process. All of those Terms governing accommodation Services may be consulted when You place your Order. Those Special Terms constitute, with the General Terms, the entire contractual agreement reached between the parties on the terms and conditions applicable to the performance of the Service and all of their provisions must be read carefully and accepted before any Order is placed.

Booking is solely responsible for sales, payments, billing and the processing of Orders.

Clause 10. FINANCIAL TERMS APPLICABLE TO SERVICES

10.1 PRICES AND TAXES

The descriptions of the Services presented on the Website specify what the price covers for each Service.

Prices are stated in euros.

10.2 PAYMENT OF THE PRICE

Depending on the Service ordered, the price is paid to Oui.sncf, in the name and on behalf of its Partners, or directly to the Partners when the Order is placed. The price is paid by entering your bank card number in a secure payment system.

Unless otherwise provided in the Special Terms, payments are made on the Website by bank card (Carte Bleue, Visa, Eurocard/Mastercard or American Express cards are accepted) using a secure payment system. Please note that payments for train tickets to be collected from a self-service ticket machine or an SNCF ticket office or store may not be paid for using an American Express or foreign card without a chip or a virtual card.

If the payment proves to be irregular, incomplete or non-existent, for a reason that is attributable to You, the sale of the Services will be cancelled, any costs incurred will be borne by You and civil and/or criminal proceedings may be issued against You.

In order to protect the security of transactions and consumers, Oui.sncf reserves the right to block any order that appears to be fraudulent or lacks the necessary safeguards in terms of online payment security, through its provider (ReD - Retail Decisions). In such a case, You may still purchase the products sold on the Website using a different means of payment or through another distribution channel. You may also contact the Customer Service Department to find out more.

Furthermore, in the event of any irregularities affecting the payment of an Order on the Website, Oui.sncf reserves the right to add the contact details collected during the purchasing process to a payment default list. Where applicable, Users will be blocked from using those details to place Orders on the Website. An email will be sent to the email address provided during the Order process to inform the User and ask the User to contact the Customer Service Department to resolve the problem.

10.3 BANK AND CREDIT CARD FEES

Some banks and credit card providers charge fees for international transactions. If You make a booking outside France using a French credit card, your bank may convert the payment amount into your local currency and charge You a conversion fee. This means that the amount stated on your credit card or bank account statement may appear in your local currency and may therefore differ from the amount displayed on the payment confirmation page for the booking made on the Website.

10.4 BILLING

Services purchased on the Website may only be invoiced by the Partners providing the Services. Oui.sncf, acting in the name and on behalf of the Partners, is only authorised to issue invoices for certain booking fees charged by us for the booking or cancellation of your services or changes to your services, in accordance with the provisions set out above. However, this does not prevent Oui.sncf from issuing other types of documents required for the exercise of your rights with the various Partners.

Clause 11. FORMALITIES

The Website provides information about the administrative and/or health formalities necessary for your booking. You should take due note of that information, in particular before You place your Order. Accordingly, information is provided on the Website, for each country, about the formalities required for international trips in the “Passenger Information” section of the home page, by clicking on the “Passenger Formalities” links. The same information may also be found in the sale process on the Website. Information may also be obtained from our advisers. Users should consult any travel bans, warnings, announcements or advice published by the relevant governments before booking a trip abroad.

You are responsible and liable for the completion and cost of such policing, customs and health formalities required for your trip, such as passports, national identity cards, residence permits, parental authorisations, visas, medical certificates and vaccinations etc.

Please note that You are responsible for obtaining information about the above formalities, which You may need to complete in order to be authorised to travel to your country of destination or, where applicable, of transit.

You are advised to check with the appropriate authorities in your country of residence about the documents required, including passports.

Given the current international context, You should also consult any travel bans, warnings, announcements or advice published by the appropriate authorities before booking a trip abroad. Information about the conditions in different countries and the level of risk for travellers to specific international destinations can be found on the following website: Travel advice by country (France Diplomatie website) <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/>

Minors must carry an identification document in their own name.

The formalities mentioned on the Website apply for French citizens. If You are not a French citizen, You should find out about the formalities applicable to You.

Before placing an Order, non-French citizens should contact the appropriate authorities in their country of origin and in their country/countries of destination and/or transit to obtain that information.

Likewise, You should find out about the health measures, including vaccinations, applicable for persons travelling to the countries You wish to visit or transit through. Medical advice for travellers can be found at <http://www.pasteur.fr/fr/map>. You should also obtain medical advice from the health services in your country. Your doctor should be consulted for any medical advice related to your trip.

The situation may change between the publication of the information on the Website and the date of your departure. You should therefore consult the Website just before You leave.

Health: vaccination recommendations are subject to change and You should consult your doctor to find out about the current recommendations before You leave. You are responsible for ensuring that You meet any health-related entry requirements, have the recommended vaccinations, take the

necessary medication and follow any medical advice related to your trip. Your doctor should be consulted for any medical advice related to your trip.

The price paid will not be refunded, in any circumstances whatsoever, if You are unable to leave on the date of departure due to a failure, in particular, to complete those administrative and health formalities.

If You lose your ticket or it is stolen, You should purchase another ticket from the issuing Partner. Its Special Terms will govern any right to claim a refund.

Clause 12. INSURANCE

No insurance is included in the prices stated on the Website.

Accordingly, You should take out insurance covering the consequences of certain types of cancellation and travel insurance covering certain specific risks, in particular repatriation costs in the event of an accident or illness.

Clause 13. INFORMATION AND COMPLAINTS

13.1 SERVICES PROPOSED BY OUI.SNCF IN THE NAME AND ON BEHALF OF ITS PARTNERS

Any request for information, clarifications or order tracking or any complaint must be sent to the Oui.sncf Customer Service Department, using the electronic form available on the Website <https://en.oui.sncf/en/help-en/contact#conseiller>.. The Customer Service Department may also be contacted by telephone on +33 1 84 91 91 91 (Cost of an international call excluding any additional cost of the operator) or by email at: customer.service@oui.sncf.

If You contact the Customer Service Department but do not receive a satisfactory response within three months, You may refer the matter to the SNCF Ombudsperson (Médiation SNCF, TSA 37701, 59973 Tourcoing Cedex) or to the Tourism and Travel Mediator (using the contact details and procedures published on the following website: <http://www.mtv.travel/>).

Likewise, pursuant to the provisions of the French Consumer Code relating to the out-of-court settlement of disputes, Oui.sncf has registered for the e-commerce mediation service operated by FEVAD (French E-Commerce and Distance Selling Federation), whose contact details are as follows: 60 Rue La Boétie, 75008 Paris, <http://www.mediateurfevad.fr>. Consumers must first submit a written complaint to Oui.sncf but if the consumer dispute cannot be settled with Oui.sncf, they may then refer the matter to the mediation service in writing. Please click on the following link for further information about its referral procedures: <http://www.mediateurfevad.fr/index.php/espace-consommateur-close/>.

You may also use the EU ODR platform (contact details and procedures available on <http://ec.europa.eu/consumers/odr/>).

13.2 SERVICES SOLD BY OUI.SNCF PARTNERS

Any request for information, clarifications or order tracking must be sent to the Customer Service Department of the Partner that concluded the sale and provided the Service.

You may also use the EU ODR platform (contact details and procedures available on <http://ec.europa.eu/consumers/odr/>).

Clause 14. INTELLECTUAL PROPERTY

14.1 GENERAL PROVISIONS

Oui.sncf, group companies or their Partners hold all the intellectual property rights in and to the Website owned by them or hold the related rights of use.

You do not acquire any right to the intellectual property rights in and to the Website merely by accessing the Website and they remain the exclusive property of Oui.sncf, group companies or their Partners.

The accessible components of the Website, mainly in the form of text, photographs, images, icons, maps, sound, videos, software, databases and data, are also protected by intellectual and industrial property rights and other exclusive rights held by Oui.sncf, group companies or their Partners.

Unless otherwise provided in these General Terms, You may not in any circumstances reproduce, display, modify, transmit, publish or adapt, on any type of medium whatsoever and using any means whatsoever, or exploit, in any manner whatsoever, all or part of the Website without the prior written authorisation of Oui.sncf. This prohibition applies, in particular but without limitation, to practices such as web scraping or the use of robots to extract or reproduce any component of the Website, including the Services proposed on the Website, in particular for commercial purposes.

Legal action may be taken against any person exploiting all or part of the Website, in any capacity whatsoever, without the prior authorisation of Oui.sncf, including infringement proceedings.

Only the use of a non-substantial part of the Website for strictly private, non-commercial purposes is authorised.

Links to any part of the Website may not be added without the prior written authorisation of Oui.sncf.

14.2 SOFTWARE

The use of any software downloaded from the Website to access certain services is governed by the terms of the licence agreement provided. You agree not to install, copy or use that software until You have accepted the terms of the said licence.

For any software provided without a licence, You are granted a temporary, private, personal, non-transferable and non-exclusive right to use the software solely for the purpose of accessing the services for which the software is required. By installing or using the software, You agree to comply with that condition.

Clause 15. LIABILITY AND WARRANTIES

15.1 USE OF THE WEBSITE

Oui.sncf does not warrant that the Website will be free from any anomalies, errors or bugs or that any such anomalies, errors or bugs may be corrected. It does not warrant that the Website will operate

continuously without any downtime or that it is compatible with any specific hardware or configuration other than as expressly mentioned by Oui.sncf.

Oui.sncf may not be held liable, in any circumstances whatsoever, for any problems caused by third-party software.

Likewise, Oui.sncf may not be held liable, in any circumstances whatsoever, for any type of material or non-material damage or loss, whether or not foreseeable (including loss of profits or loss of chance etc.) caused by the use of the Website or any inability to use the Website, in whole or in part. Lastly, as Oui.sncf does not control all of the websites for which links are included on its Website, which are only provided for ease of reference, it may not be held liable for their content, in any circumstances whatsoever.

You represent that You are aware of the characteristics and limitations of the Internet, in particular its technical performance, the response times for consulting, querying or transferring data and security risks for communications.

You acknowledge that You have checked that the IT configuration You use does not contain any virus and that it is in perfect working order.

If the Website contains links to other websites, You should read the policies of those other websites, in particular their privacy policy. Oui.sncf does not give any assurances with respect to any other website that may be accessed via the Website and may not be held liable, in any manner, for the content or operation of those websites or any access thereto.

Any creation of a link to the Website must be submitted to Oui.sncf for its prior approval.

15.2 SERVICES

Oui.sncf will procure, from the Partners, the proper performance of the Services agreed in the contract concluded by the Partners with You. However, it may not be held liable, in any circumstances whatsoever, for any non-performance or improper performance of all or part of the Services agreed in the contract, caused by an act or omission by You or an unforeseeable, unavoidable act or omission of a third party not involved in the provision of the Service, or a force majeure event.

15.3 E-TICKETS

Subject to any problems affecting the operation of the Website attributable to it, Oui.sncf may not be held liable for any anomalies that may occur during the Order process or the processing or printing of e-tickets, caused by an act or omission by You or an unforeseeable, unavoidable act or omission of a third party not involved in the provision of the Service, or a force majeure event (for example, anomalies caused by any hardware, software or method of connection used or by a third-party provider).

Clause 16. PRIVACY

The information You provide on the Website is used by Oui.sncf and its Partners to process and fulfil the Orders placed on the Website, manage the operation of the Customer Area, where applicable, propose tailored offers and services and prevent fraud. It is also used by Oui.sncf to manage your subscription to its newsletters.

Pursuant to Article 12 of EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”), Oui.sncf is required to provide You with information about the use of your personal data collected during the Order process.

To that end, Oui.sncf has produced a “Privacy Policy”, which may be consulted at all times by clicking on the relevant link displayed at the bottom of each page of the Website, which we recommend You read.

These General Terms and, more generally, the established relationships You form with Oui.sncf are governed by French law, subject to any mandatory public policy rules in your country of residence.

If the provisions of these Terms conflict with the mandatory public policy provisions in your country of residence, You may demand the application of the latter if more favourable to You.

Any dispute relating to their interpretation and/or performance is subject to the jurisdiction of the French courts. However, if a dispute arises with Oui.sncf, You have the right to refer the matter for voluntary mediation or use any other alternative dispute resolution method as defined under French law, in particular in Article 1528 *et seq.* of the French Code of Civil Procedure (*Code de Procédure Civile*).

Clause 18. FINAL PROVISIONS

If Oui.sncf does not enforce any provision of these General Terms at any given time, this may not be construed as a waiver by Oui.sncf of its right to subsequently enforce that provision.

Should any provision of the General Terms be declared invalid or null and void, it will be severed from these General Terms without affecting the validity of the other provisions, unless the provision declared invalid or null and void was essential and determinative.

Any force majeure event rendering the performance of the service impossible, including interruptions to telecommunications networks and strikes by railway companies, hotel operators or air traffic controllers, will extinguish Oui.sncf’s obligations affected by the force majeure event. Any services that are not performed as a result of a force majeure event will be refunded. However, no damages whatsoever may be claimed for that non-performance.