

General Terms and Conditions of Use for the Thalys websites and the Thalys mobile application

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Acceptance of these General Terms and Conditions of Use

Users of the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application should read these General Terms and Conditions of Use carefully. These General Terms and Conditions of Use can be accessed via the hyperlink on each of the pages in our websites as well as on the mobile Thalys application from the menu.

Use of any of the abovementioned websites and/or of the Thalys mobile application means acceptance of these general terms and conditions of use without reserve.

You are therefore strongly advised to reread these General Terms and Conditions of Use each time you visit said websites or application as the Company (as defined hereinafter) reserves the right to change them at any time. Any modification will come into force as soon as published on the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application.

These General Terms and Conditions of Use apply in addition to any general or special conditions applicable to any kind of product or service offered on the abovementioned websites or the Thalys mobile application, including products and services offered by Thalys' Partners.

Definitions

"Company" means Thalys International S.C.R.L. and/or THI Factory S.A., together or separately, as the case may be.

"Thalys" means the high-speed rail transport passenger service operating in Belgium, France, Germany and the Netherlands, and to the various brand names and distinctive signs associated with this service.

"Thalys International S.C.R.L." means the Belgian limited liability co-operative company whose registered office is located at Place Stéphanie, 20 in 1050 Brussels (VAT registration BE 0455.370.557, BTR Brussels), which is responsible for developing and defining the implementation of policies for services offered to Passengers on Thalys high-speed trains in order to increase the economic activity of SNCF (Société nationale des chemins de fer français - French Railways) and SNCB (Société nationale des chemins de fer belges – Belgian Railways). **"THI Factory S.A."** means the Belgian public limited liability company, whose head office is located at Place Stéphanie, 20 in 1050 Brussels

(VAT registration BE 0541.696.005, BTR Brussels), which holds a rail operating licence and a safety certificate valid in France and in Belgium, allowing it to operate lines on the Belgian and French rail networks in order to provide passenger transport services between France and Belgium. For the use of other rail networks, THI Factory relies on partner railway companies.

The “**Thalys.com website**” means the site and the web pages operated under the domain or trade name Thalys.com. In particular, this website offers an interface providing access to the websites of the Partners where you can carry out online transactions (bookings, purchases, rentals, etc.) that are exclusively managed by these Partners.

The “**Thalysinside.com website**” refers to the site and the web pages operated under the domain or trade name Thalysinside.com. This site has been created to serve as an interface between the Company and the participants in the framework of the Thalysinside panel.

The « **ThalysNet.com website** » means the site and web pages operated under the domain or trade name ThalysNet.com that allow access to the wireless Wi-Fi Internet connection (Public Wireless LAN) services provided on Thalys trains.

The « **ThalysTheCard.com website** » means the site and web pages operated under the domain or trade name TheCard.com, relating to the Thalys TheCard program and all its advantages.

The “**Thalys mobile application**” refers to the mobile application operated under the domain or trade name Thalys.com, adapted for use on a smartphone. This mobile application offers you a direct telephone interface to the Partners’ call centres, where you can carry out telephone transactions (bookings, purchases, rentals, etc.) that are exclusively managed by the Partners.

“**Partner(s)**” means:

- The Belgian Railways (SNCB) for the part of the Thalys journey carried out on Belgian Territory;
- The French Railways (SNCF) for the part of the Thalys journey carried out on French Territory;
- The Nederlandse Spoorwegen (NS) for the part of the Thalys journey carried out on Dutch territory;
- The DB Fernverkehr (DB) for the part of the Thalys journey carried out on German Territory.

“**You**” or “**User**” refers to any user of the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the mobile Thalys application, who books, orders and/or buys any product and service offered on any of the aforementioned websites or the Thalys mobile application or by any of the Partners, as well as any participant in the framework of the Thalysinside panel.

Responsibility of the Company regarding purchasing and booking transactions

1. Contractual relations

If You make purchases or bookings through the Thalys.com website, You will be directed to the web pages of the Partner that is responsible for these transactions. When you wish to do this using the Thalys mobile application or website, you will be directly connected to the call centres of the Partners that are responsible for these transactions. The Partners’ websites and pages, and their call centres, are not under the Company’s control. Although the Partners’ websites and pages may have the same style and colours as the Thalys.com website pages, they remain the sole responsibility of the Partner. The same applies to call centres responsible for selling or booking Thalys products and services. Therefore, the Company is not responsible for their content and cannot guarantee the quality and efficiency of the products and services on offer there.

The booking and/or purchasing of goods and services offered on Partners’ sites or via call centres take place directly between You and the Partner that offers You its goods and services.

You agree that the Company cannot be held responsible for the application or non-application of the agreement between You and the Partner, or for any fault committed by the latter, or for any error occurring in the booking and/or buying of the Partners' products or services.

For any guarantee relating to Partners' products or services or for any complaints or question concerning Partners' pages, websites or call centres, You must refer directly to the general or specific conditions of the Partner concerned.

2. Customer service

Any question relating to the services supplied by the Company may be sent to customer services at:

- **France/Belgium/Germany**

Thalys Customer Service

B.P. 14

1050 Brussels 5

BELGIUM

- **The Netherlands**

NS International klantendienst

Postbus 2552

3500 GN Utrecht

THE NETHERLANDS

Comments and suggestions relating to the Thalys.com, Thalysinside.com, ThalysNet.com, ThalysTheCard.com websites and/or the Thalys mobile application may be transmitted to the Company's customer service department:

- **By post:**

Thalys Customer Service, B.P. 14, B-1050 Brussels 5 (Belgium)

- **By phone:**

From France: +33 8 25 84 25 97 (0.15€ per minute)

From Belgium: +32 70 66 77 88 (international rate)

From the Netherlands: +31 30 23 000 23 (charges according to your phone operator)

From Germany: +49 18 07 07 07 07 (first 30 seconds free, then €0.14/minute from a landline and max. €0,42 from a mobile phone)

Responsibility of the Company regarding use of the Thalys websites and/or the Thalys mobile application

The Company disclaims all liability for any direct or indirect loss resulting from any fault or omission by the Company, even gross mistake, relating to:

1. The Thalys.com, Thalysinside.com, ThalysNet.com, ThalysTheCard.com websites and the Thalys mobile application, including any unavailability of any website or operational problem regarding a website, any possible failure to deliver or update in time or on time, and any possible failure in security or data protection during transmission by Internet, involving the intervention of people or IT systems outside the Company's control. The Company has the right to suspend access to all or part of the Thalys.com, Thalysinside.com, ThalysNet.com, ThalysTheCard.com websites and the Thalys mobile application without any warning at its sole discretion;

2. The information available on the Thalys.com, Thalysinside.com, ThalysNet.com, ThalysTheCard.com websites and/or on the Thalys mobile application, any inaccurate information provided and the content and use of websites accessible via a hyperlink from said websites or mobile application;
3. Viruses, hacking attacks, computer worms or wrongdoing liable to be classed as computer crime, the aim of which is to damage in one way or another the IT system of a user of the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application, except in case of the Company's wilful conduct. The Company's recommends that you run a virus check on all downloaded content, should you have any doubts.

Furthermore, the Company declines all responsibility in the event of direct or indirect loss caused by:

- Failure to disconnect from the mobile account at the end of each use; the Company cannot be held liable for any unauthorised use by a third party;
- Failure in synchronisation of the most recent data on the customer's computer or mobile device; the Company cannot be held liable for errors in the customer's data entered into the mobile account, leading to synchronisation problems;
- The malfunction of Your hardware that stops You from visiting or consulting the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application;
- The reproduction of all or part of any of the Thalys.com, Thalysinside.com, ThalysNet.com, ThalysTheCard.com websites and/or Thalys mobile application by a third party, including (without limitation) any errors, omissions or incomplete, imprecise or outdated information taken from said websites or application.

The Company cannot guarantee that the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and the Thalys mobile application, and the products and services offered on such websites and application, are compatible with the user's computer hardware for access or consultation.

The Company reserves the right to modify the functionalities enabling users to view and consult the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application, without prior notice or warning.

Protection of the Thalys websites and mobile application

The content and presentation of the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and the Thalys mobile application (text, layout, graphic elements, logos, etc.), the trade name "Thalys" and the trademarks and other elements making up the abovementioned websites or application, are protected by intellectual property rights owned by the Company and/or licensed to the Company.

Any copying or communicating to the public, by whatever means, or any adapting, translating, processing or use, even if this is partial, of the content of any of the aforementioned websites or application, is prohibited without the Company's prior written agreement.

The Company reserves the right to authorize or prohibit the creating of a hyperlink between Your website and Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website or the Thalys mobile application. For any request for authorization, please contact **the Company**.

Obligations of the users of the Thalys websites and mobile application

The User undertakes:

- not to use the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application for illegal purposes or purposes that may damage the rights (including intellectual property rights) or interests of the Company or any third parties, , and in particular not to use the aforementioned websites or application to distribute trade secrets, damaging or illegal information, or information that is distasteful, discriminatory or offensive towards the Company or any person;
- not to disrupt access to Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application n, or to access the Company's computer systems, or modify, or use them to transmit computer viruses, hacking attacks, computer worms, etc., or commit misdemeanours likely to be qualified as computer crimes;
- comply with these General Terms and Conditions of Use.

In the event that the User of the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application should fail to comply with his/her obligations, the Company reserves the right to prohibit and immediately block access to said websites or application, to prohibit access to its network without repayment of any tickets bought, and will take out proceedings for the payment of compensation. Furthermore, the User agrees to hold harmless from and exonerate the Company of all responsibility in the event of losses, damage, cost and expenses suffered by the Company as a result of the User failing to comply with his/her obligations.

Validity of Clauses

In the event that one or more clauses of these General Terms and Conditions of Use are held to be invalid, unlawful or cannot be implemented, all other clauses shall remain valid and shall continue to bind the parties.

Language Versions

These General Terms and Conditions of Use are available in French, Dutch, English and German versions. In the event that any of the clauses of these General Terms and Conditions of Use needs to be interpreted and/or in the event of any inconsistency between language versions, the French version shall prevail.

Applicable law and jurisdiction

Any dispute relating to the validity, interpretation, application or non-application of the rights and obligations connected with the use of these General Terms and Conditions of Use is subject to Belgian law. Disputes may only be brought before the Brussels courts.