TERMS AND CONDITIONS OF SALE AND USE OF THE THALYS WEBSITES AND APP
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ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE AND USE OF THALYS WEBSITES AND APP

These terms and conditions of sale and use of Thalys websites and App (hereinafter “Terms and Conditions”) apply to all types of use of the Thalys.com website, the ThalysNet.com website and/or the Thalys mobile App, as well as to the sale and marketing of all products or services proposed on the Thalys.com website and/or on the Thalys mobile App.

Users of the Thalys.com website, the ThalysNet.com website and/or the Thalys mobile App are invited to read these Terms and Conditions carefully. They can be accessed via the hyperlink on each of the pages on our websites as well as on the Thalys mobile App from the menu, as can the Privacy Policy.

Use of any of the above-mentioned websites and/or of the Thalys mobile App means acceptance of these Terms and Conditions without reserve.

You are therefore strongly advised to read these Terms and Conditions each time you visit said Thalys websites or mobile App, as the THI Factory (as defined hereinafter) reserves the right to change them at any time. Any modification will come into force as soon as it is published on the Thalys.com website, the ThalysNet.com website and/or the Thalys mobile App.

DEFINITIONS

1) Order:
Refers to any booking made by the User on the Thalys.com website and/or the Thalys App.

2) Terms and Conditions:
Refers to these terms and conditions of sale and use of Thalys websites and the Thalys App.

3) Thalys:
Refers to the high-speed passenger transport service present in Belgium, France, Germany and the Netherlands, as well as to the different brands and distinctive signs linked to this service. Thalys is operated by two carriers: THI Factory SA in Germany, Belgium and France and NS Internationaal in the Netherlands.

4) THI Factory:
Refers to the Belgian limited liability company, whose registered office is Marcel Broodthaers, 4 - 1060 Brussels, Belgium, registered with the Banque Carrefour des Entreprises in the Register of Legal Entities of Brussels, under the VAT number BE 0541.696.005, which holds a railway company licence and a safety certificate in France and Belgium allowing it to operate the lines of the Belgian and French rail networks for the purpose of carrying out passenger transport services between France and Belgium. For the use of other rail networks, THI Factory relies on partner railway companies.

5) Thalys.com website:
Refers to the site and the web pages operated under the domain or trade name Thalys.com. This site notably allows travel tickets or other Thalys services or products to be purchased. This site allows you to create and access the My Thalys World customer account (notably to access e-tickets). The conditions of use for the My Thalys World customer account are stipulated in the Terms and Conditions of the My Thalys World programme, accessible from the Thalys.com website or the App. This website can also offer You interfaces 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.

6) ThalysNet.com website:
Refers to 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 board during the Thalys train journey. It is not possible to purchase travel tickets or other services or products on this site.

7) Thalys websites:
This refers to the ThalysNet.com and the Thalys.com websites.

8) App:
Refers to the mobile App operated under the domain or trade name Thalys.com, adapted for use on a smartphone. On this App, it is possible, in particular, to purchase travel tickets or other Thalys services or products. This App allows You to create and access the My Thalys World customer account (notably to access e-tickets). The conditions for using the My Thalys World customer account are stipulated in the Terms and Conditions of the My Thalys World programme, accessible from the Thalys.com website or the App. This App can also offer You interfaces 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.

9) Personal data:
Refers to any information relating to a natural person who is or can be identified, directly or indirectly, within the meaning of the legislation applicable to the protection of personal data and in particular within the meaning of Regulation (EU) 2016/679 of 27th April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data applicable on 25th May 2018 (repealing Directive 95/46/EC) (“GDPR”). Thalys will act as “controller” in accordance with the GDPR for the processing of such personal data transmitted by you to us.

10) Partner(s):
Refers to any supplier of products or services proposed on Thalys websites and/or the App.

11) You or the User:
Refers to any user of the Thalys.com website, the ThalysNet.com website and/or the App, who visits any of the aforementioned sites or the App, books, orders and/or buys any product and/or service offered on any of the aforementioned websites or the App or by any of the Partners.
PART 1

CONDITIONS OF SALE APPLICABLE TO SERVICES SOLD ON THE THALYS.COM WEBSITE AND ON THE APP
1. Legal capacity

By purchasing a transport ticket or other product via the Thalys.com website or the App, you acknowledge that:
- you are capable of entering into contracts within the meaning of the civil code;
- you are responsible for all of the financial transactions made via the Thalys.com website or the App, including those made on behalf of third parties.

2. No right of withdrawal

You are informed that, pursuant to article VI.53 of the Belgian code of economic law, all of the services sold by THI Factory on the Thalys.com website or the App are not subject to the right of withdrawal stipulated in article VI.47 of the Belgian code of economic law.

Therefore, the services ordered on the Thalys.com website or the App are exclusively subject to the conditions of cancellation and modification stipulated in these Terms and Conditions.

3. Conditions of purchase

Any User who places an Order via the Thalys.com website or App is deemed to have read and accepted, without reservation, in advance and in their entirety, these Terms and Conditions (and any specific applicable conditions), by clicking on the hyperlink for this purpose.

The rules pertaining to the conditions of use, transport and after-sales that apply to any person holding a Thalys travel ticket purchased via the Thalys.com website or the App are mentioned in the Terms and Conditions of Transport accessible on the Thalys.com website or the App.

3.1. Placing the Order

Before confirming your Order, it is your responsibility to verify that the selected product matches your specifications and meets your needs (product type, date, identity, e-mail address, etc.). THI Factory reserves the right to refuse or suspend a request if the information provided is incomplete or incorrect or if THI Factory suspects a form of fraud or deceit, for example if the customer’s or User’s identity is in doubt.

You cannot claim a reduction after purchasing a travel ticket or other product.

If, after validating your Order, You do not receive confirmation of your order, it is up to You to contact THI Factory according to the protocol stipulated in the article on “Information and complaints”. The time period for receiving Order confirmation may be extended exceptionally in periods of disruption.

3.2. Issuing the travel ticket purchased via the Thalys.com website or the App

Travel tickets purchased on the Thalys.com website or on the App are called “e-Tickets”. e-Tickets are sent via e-mail to the passenger's e-mail address provided during the Order. This e-mail provides access to the e-Ticket in PDF format. Travel tickets purchased via the Thalys.com website or the App cannot be sent by post or withdrawn from self-service kiosks or station ticket counters.

For Orders of products other than a travel ticket, the User is informed of the conditions of issue of the said product at the time of ordering and/or in the specific conditions applicable to the aforementioned Order.
3.3. Order cancellation or modification

Some services cannot be cancelled, or cannot be cancelled or modified. You are informed of this before validating your Order.

In the event of an exchange or cancellation, You will receive confirmation and/or your new e-Ticket by e-mail.

Lost or stolen travel tickets or other products are never exchanged or refunded.

4. Financial conditions

4.1. Payment of the price

Prices for travel tickets or other products are provided in euros and inclusive of VAT. Accepted payment methods are those mentioned on the payment platform used.

Payments made on the Thalys.com website or the App are made via a secure payment system. If the payment proves to be irregular, incomplete or non-existent for a reason attributable to You, the sale of the concerned service will be cancelled, any resulting costs will be at your expense, and civil and/or criminal action could be taken against you.

To ensure the security of consumers’ transactions, the Thalys.com website or the App, via its sub-contractor (Adyen N.V.), reserves the possibility to block any order that appears to be fraudulent or that does not have the necessary guarantees in terms of on-line payment security. In this situation, you can nevertheless acquire one of the products sold on the Thalys.com website or the App either by using another payment method or via another distribution channel. You can also contact Thalys Customer Service for more information. In addition, in the event of irregularity concerning payment of an order on the Thalys.com website or the App, THI Factory reserves the possibility to save the contact information collected during this purchase. An e-mail will be sent to the address provided during the order to inform the User and invite them to regularise their situation with Thalys Customer Service.

4.2. Bank card and credit card fees

Some banks or credit establishments impose fees for transactions. In this case, the amount mentioned on your credit card or bank account statement may be in your local currency with additional fees linked to the credit and, therefore, the amount may be different to the one shown on the payment summary page for the booking made on the Thalys.com website or the App.

4.3. Invoicing for purchasing travel tickets

In compliance with European legislation concerning VAT on passenger transport, VAT is established in each of the Member States concerned by the journey depending on the distance travelled by the Thalys train in each of the territories. Thalys is operated by the carrier NS Internationaal in the Netherlands, therefore this company is responsible for the tax obligations regarding the Thalys products in the Netherlands.

4.4. Insurances

No insurance is included in the prices proposed on the Thalys.com website or the App.

5. Services sold by Partners
This article 5 applies in the event that the Thalys.com websites and/or the App propose the booking and/or purchase of articles and services sold by Partners on the websites of these Partners or via their call centres and for which the transaction (sale, payment collection, invoicing and order management) takes place directly between You and the Partner who offers You their articles and services.

When purchasing services sold by Partners, You will be informed of the conditions that apply to these services which will be accessible at the time of your order by clicking on the hyperlink provided. Depending on the situation, Partners’ services may be subject to:
- either these Terms and Conditions and the general or specific terms and conditions (whatever they are called) of the Partner concerned,
- or only the general or specific terms and conditions (regardless of what they are called) of the Partner concerned.

All of the applicable conditions constitute the entire contractual conditions applicable to the fulfilment of these services and must be read carefully and accepted in full before any order. Unless otherwise stated, in the event of conflict between these Terms and Conditions and the general or specific terms and conditions (regardless of what they are called) of the Partner concerned, the latter shall prevail.

Partners are solely responsible for the services they sell. You agree, in particular, that THI Factory 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 acquisition of the Partners’ products or services.

For any guarantee relating to Partner products or services or for any complaints or question concerning the pages or websites as well as the Partner’s call centres, You accept to refer directly to the general or specific conditions (regardless of what they are called) of the Partner concerned.

Any request for information, precisions and order monitoring must be sent to the customer service of the Partner concerned that made the sale and provided the service.
PART 2

CONDITIONS OF USE OF THE THALYS WEBSITES AND THE APP
1. Responsibility of THI Factory regarding the use of the Thalys websites and the App

THI Factory cannot guarantee that the Thalys websites and/or the App are free of anomalies, errors or bugs, or that they can be corrected, or that Thalys websites and/or the App will work without interruption or breakdown.

Except for malfunctioning of the Thalys websites and/or the App attributable to it, THI Factory cannot be held liable for any anomalies that may occur during an Order, processing or printing of a travel ticket, attributable to the User, the unforeseeable and insurmountable fact of a third party unrelated to the service, a case of force majeure (for example anomalies caused by hardware, software or means of connection used or by a third party provider).

THI Factory cannot guarantee that the Thalys.com websites and/or the App, as well as the products and services offered thereon are compatible with the User's computer hardware for access or consultation.

Should the Thalys websites and/or the App contain hyperlinks to other sites, it is up to you to read the policies of the websites to which the Thalys websites and/or the App take you. THI Factory does not make any commitments concerning any other site that you may access via the Thalys websites and/or the App.

THI Factory is in no way responsible for any malfunctions attributable to third-party software.

THI Factory thus disclaims all liability for any direct or indirect loss resulting from its fault or omission, even when serious, relating to:

▪ The Thalys websites and the App, including any unavailability of any website or operational problem regarding a website, any possible failure to deliver or update in a timely manner, and any possible failure in security or data protection during transmission by Internet, involving the intervention of people or IT systems outside THI Factory's control. THI Factory has the right to suspend access to all or part of the aforementioned websites or the App, or to a part thereof, without any warning at its sole discretion;

▪ The information available on the Thalys websites and/or on the App, any inaccurate information provided and the content and use of websites accessible via a hyperlink from said websites or the App;

▪ 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 websites and/or the App, except in case of wilful misconduct on the part of THI Factory. THI Factory recommends that you run a virus check on all downloaded content, should you have any doubts.

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

 o Failure to disconnect from the account on any of the aforementioned sites or the App at the end of each use; THI Factory cannot be held liable for any unauthorised use by a third party;

 o Failure in synchronisation of the most recent data on the customer's computer or mobile device; THI Factory cannot be held liable for errors in the customer's data entered into the account on the aforementioned sites or the App, leading to synchronisation problems;

 o A defect or malfunction in Your hardware that prevents You from visiting or consulting the Thalys websites and/or the App;

 o The reproduction of all or part of any of the Thalys websites and/or the App by a third party, and in particular any errors, omissions or the publication of incomplete, inexact or outdated information taken from said websites or the App.
THI Factory reserves the right to modify the functionalities that allow users to view and consult the Thalys websites and/or the App, without prior notice or warning.

2. Obligations of the User of the Thalys websites and/or the App

The User acknowledges and accepts that:

- THI Factory, the companies of its group or the Partners are the owners of all the intellectual property rights to the Thalys websites and/or the App that belong to them and for which they own the relevant rights of use;
- Access to the Thalys websites and/or the App does not grant them any intellectual property rights relating to the Thalys websites and/or the App, which remain the exclusive property of THI Factory, the companies of its group or Partners.

The User undertakes:

- Not to use the Thalys websites (including the My Thalys World customer account) and/or the App for illegal purposes or purposes that may damage the rights (including intellectual property rights) or interests of THI Factory or any third parties, and in particular not to use the aforementioned websites or App (including the My Thalys World customer account) to distribute trade secrets, damaging or illegal information, or information that is distasteful, discriminatory or offensive towards THI Factory or any person;
- Not to disrupt access to the Thalys websites (including the My Thalys World customer account), and/or the App (including the My Thalys World customer account), or to access THI Factory's computer systems, or modify or use one of the sites, the mobile App or IT systems to transmit computer viruses, hacking attacks, computer worms, etc., or commit acts likely to be qualified as computer crimes;
- Not to reproduce, represent, modify, transfer, publish or adapt, on any medium whatsoever, by any means whatsoever, or use in any way whatsoever any or all of the Thalys websites and/or the App without prior written authorisation from THI Factory. In particular, practices such as, but not limited to, scraping or the use of robots to extract or reproduce any element of the Thalys websites and/or the App are forbidden, including the services offers presented thereon, in particular for commercial purposes.

In the event that the User of the Thalys websites and/or the Thalys App should fail to comply with his/her obligations, THI Factory reserves the right to prohibit and immediately block access to said websites (including the My Thalys World customer account) and to the Thalys App, to prohibit access to its network without refunding any tickets paid for, and to claim payment of compensation. Furthermore, the User agrees to compensate and to exonerate THI Factory of all responsibility in the event of losses, damage, costs and expenses suffered by THI Factory as a result of the User failing to comply with any one of his/her obligations.
PART 3
MISCELLANEOUS
1. Information and complaints

Information requests, complaints and suggestions concerning the Thalys.com, ThalysNet.com websites and/or the App and/or relating to tracking an order for Thalys travel tickets or any other product sold by THI Factory (with the exclusion of products and services sold by the Partners) may be sent to THI Factory customer service:

- **By post:** Thalys Customer Service, B.P. 14, B-1050 Brussels 5 (Belgium)
- **By phone:**
  - In Belgium: +32 70 66 77 88 (€0.30 /min), from 7 a.m. to 10 p.m. daily.
  - In France: +33 825 84 25 97 (€0.30 /min), from 7 a.m. to 10 p.m. daily.
  - In Germany: +49 1 807 07 07 07 (€0.14/min from a German landline, €0.42/min from a German mobile), from 7 a.m. to 10 p.m. daily.
  - In the Netherlands: +31 30 23 000 23 (local rate), 24hrs daily.
- **By fax:** +32 2 504 05 00
- **By webform:** [https://thalys.secure.force.com/?language=be&country=en](https://thalys.secure.force.com/?language=be&country=en)

2. Processing of personal data

2.1 The Personal Data that You provide to us when using any of the aforementioned sites and/or the App will be used, processed and stored by Thalys, in accordance with the Thalys Privacy Policy. To this end, Thalys, as controller, will fulfil all of its obligations under the GDPR with regard to the protection of Personal Data.

2.2 Thalys thereby undertakes to preserve the integrity and confidentiality of the Data and to put in place the technical and organisational measures necessary to protect the Personal Data in accordance with the applicable legislation.

2.3 Thalys will take the technical and organisational measures required to protect the Personal Data against accidental or unauthorised destruction, against accidental loss as well as against modification, access and any other unauthorised processing of the Personal Data. These measures must ensure an adequate level of protection, taking into account, on the one hand, the state of the art in this field and the costs entailed by the App of these measures and, on the other hand, the nature of the data to be protected and the potential risks.

2.4 The Personal Data that You communicate to us hereunder is and will remain your exclusive property.

2.5 You have a right of access, rectification, portability and the erasure of your personal data, as well as a right to object to and limit processing. These rights may be exercised in accordance with the Thalys Privacy Policy.

3. Validity of the 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.

4. Jurisdiction and applicable law
The subscriptions and these Terms and Conditions are governed by Belgian law and any dispute relating to the validity, interpretation, execution or non-execution of the rights and obligations shall fall under the exclusive jurisdiction of the courts of Brussels.

5. Language Versions

These Terms and Conditions are available in French, Dutch, English and German versions. In the event that one or several of the clauses of these Terms and Conditions need(s) to be interpreted and/or in the event of any inconsistency between language versions, the French version shall prevail.