TERMS AND CONDITIONS OF USE OF THE THALYS WEBSITES AND THE THALYS MOBILE APPLICATION
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Version of 14/01/2020
1. Acceptance of these Terms and Conditions of Use

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

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 it is published on the Thalys.com website, the ThalysNet.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 aforementioned websites or the Thalys mobile application, including products and services offered by partners of Thalys.

2. Definitions

1) Company:
   Refers to Thalys International S.C.R.L. and/or THI Factory S.A., jointly or separately, as the case may be.

2) Thalys:
   Refers to the high-speed passenger transport service present in Belgium, France, Germany and the Netherlands, as well as the different brands and distinctive signs linked to this service.

3) Thalys International:
   Refers to the Belgian limited liability co-operative company whose registered office is located at Place Marcel Broodthaers, 4 in 1060 Brussels, Belgium (VAT registration BE 0455.370.557, BTR Brussels) and 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 its shareholders.

4) THI Factory:
   Refers to the Belgian limited liability company, whose registered office is Place Marcel Broodthaers, 4 - 1060 Brussels, Belgium, registered with the Crossroads Bank for 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. 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. This site allows You to create and access a My Thalys World customer account (notably to access Ticketless tickets).
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.

7) 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 an interface to access the sites of Thalys Partners, where you can perform online transactions (bookings, purchases, rentals, etc.), the management of which is exclusively handled by these Partners. This application also allows you to connect to your My Thalys World customer account (notably to access Ticketless tickets).

8) Personal data:
Refers to any information relating to a natural person identified or who 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 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data applicable on 25 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.

9) Partner(s):
Refers to:
- 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 SNCF Voyages Deutschland (SVDE) for the part of the Thalys journey carried out on German Territory.

10) You, or the User:
Refers to any user of the Thalys.com website, the ThalysNet.com website and/or the Thalys mobile application, who books, orders and/or buys any product and/or 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 Thalysinside panel.

3. Responsibility of the Company regarding purchasing and booking transactions

   a. Contractual relations

3.1. If You make purchases or bookings through the Thalys.com website or via the Thalys mobile application, You will be directed to the web pages of the Partner that is responsible for these transactions. The Partner websites and pages, and their call centres, are not under the Company’s control. Although the Partner websites and pages may have the same style and colours as the Thalys.com website pages or Thalys mobile application, 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 proper functioning of the products and services on offer there.
3.2. The booking and/or purchase of goods and services offered on Partner websites or via their call centres take place directly between You and the Partner that offers You its goods and services.

3.3. 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 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 call centres, You accept to refer directly to the general or specific conditions of the Partner concerned.

b. Customer service address

Comments, questions and suggestions relating to the Thalys.com, Thalysinside.com and ThalysNet.com websites and/or the Thalys mobile application may be sent to the customer service department of the Company:

- **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

4. Responsibility of the Company regarding use of the Thalys websites and the Thalys mobile application

The Company disclaims all liability for any direct or indirect loss resulting from any fault or omission on the part of the Company, even when serious, relating to:

- The Thalys.com, ThalysNet.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 an amiable manner, 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 aforementioned websites and the Thalys mobile application without any warning at its sole discretion;
- The information available on the Thalys.com, ThalysNet.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 the Thalys mobile application;
- 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 ThalysNet.com website, the ThalysTheCard.com website and/or the Thalys mobile application, except in case of wilful misconduct on the part of the Company. The Company 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 account on any of the aforementioned sites or the Thalys mobile application 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 account on the aforementioned sites or the Thalys mobile application, leading to synchronisation problems;
  o A defect or malfunction in Your hardware that prevents You from visiting or consulting the Thalys.com website, the Thalysinside.com website, the ThalysNet.com website and/or the Thalys mobile application;
  o The reproduction of all or part of any of the Thalys.com, ThalysNet.com websites and/or the Thalys mobile application 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 Thalys mobile application.

The Company cannot guarantee that the Thalys.com website, the ThalysNet.com website and the Thalys mobile application, as well as the products and services offered thereon are compatible with the user’s computer hardware for access or consultation.

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

5. Obligations of the users of the Thalys websites and/or Thalys mobile application

The User undertakes:
  ▪ Not to use the Thalys.com website (including the My Thalys World customer account), the ThalysNet.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 Thalys mobile application (including the My Thalys World customer account) 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 the Thalys.com website (including the My Thalys World customer account), the ThalysNet.com website and/or the Thalys mobile application (including the My Thalys World customer account), or to access the Company’s computer systems, or modify or use one of the sites or the mobile application to transmit computer viruses, hacking attacks, computer worms, etc., or commit acts likely to be qualified as computer crimes;
  ▪ To comply with these General Terms and Conditions of Use.

In the event that the User of the Thalys.com website, the ThalysNet.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 (including the My Thalys World customer account) and to the Thalys mobile application, 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 the Company of all responsibility in the event of losses, damage, costs and expenses suffered by the Company as a result of the User failing to comply with any one of his/her obligations.

6. Processing of personal data

6.1. The Personal Data that You provide to us when using any of the aforementioned sites and/or the Thalys mobile application will be used, processed and stored by Thalys, in accordance with the Thalys Privacy Policy. To this end, Thalys, as controller, will fulfill all of its obligations under the GDPR with regard to the protection of Personal Data.
6.2. 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.

6.3. 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 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 application of these measures and, on the other hand, the nature of the data to be protected and potential risks.

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

6.5. 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.

7. 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.

8. Jurisdiction and applicable law

Belgian law will apply to any dispute relating to the validity, interpretation, execution or non-execution of the rights and obligations related to these General Terms and Conditions, and except in the case of legal provision to the contrary, settling any such dispute will be under the exclusive jurisdiction of the courts of Brussels.

9. 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 General Terms and Conditions of Use need/s to be interpreted and/or in the event of any inconsistency between language versions, the French version shall prevail.