

## IDTGV GENERAL TERMS OF SALE

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## 1. General conditions

In order to benefit from iDTGV products and services, we invite You to discover these general terms of sale (hereinafter referred to as the "General Terms of Sale").

iDTGV delivers iDTGV Tickets and, in the iDTGV Set of Cars, organises Additional Services that it produces. iDTGV Tickets can be ordered only through the internet.

The transportation service is provided by SNCF, which maintains technical control of the travel and in particular takes care of the safety obligations that are a result of its quality as a transporter.

The transportation of Travellers in the iDTGV Set of Cars is provided in exchange for prior and final payment of the price of the corresponding iDTGV Ticket. Accepting the General Terms of Sale by ticking the special box that appears on the iDTGV Website, on iDTGV Mobile Website, Seller Websites and Distributor Sites is required in order to validate your Order and is a condition for the supply of iDTGV Tickets, Supplements and Additional Services.

iDTGV reserves the right to modify the General Terms of Sale at any time, with the understanding that such modifications would not apply to Orders that were accepted by iDTGV prior to the changes.

## 2. Definitions

The terms defined hereinbelow can be used indifferently in the singular form as well as in the plural form.

**iDTGV Application:** Application which may be downloaded for free on the iDTGV Website and which enables Travellers to access the iDTGV Mobile Website from their Mobile phones.

**Credit:** Amount paid to the Traveller's Customer Account and which can be used on the iDTGV Website for any purchase or exchange of an iDTGV Ticket, iDNiGHT Ticket, Additional Service and/or Supplement. Credits can also be used for exchanging the abovementioned products at the Exchange Centre as well as for purchasing these same products on the iDTGV Website. Credits are valid for 1 year starting on the date they are credited to the Customer Account.

**iDTGV Application:** Application which may be downloaded for free on the iDTGV Website and which enables Travellers to access the iDTGV Mobile Website from their Mobile phones.

**iDTGV Ticket:** Transportation document delivered by iDTGV which may take the form of a Print-at-home Ticket or of an E-ticket according to the Traveller's choice.

**Print-at-home Ticket:** Transportation document delivered by iDTGV in the form of a print-at-home ticket, i.e. a dematerialised electronic ticket to be printed by the Traveller, and which provides access to a seat in an iDTGV Car. In the event the Traveller purchases Additional Services and/or Supplements, this purchase will be mentioned on the iDTGV Ticket.

**Purchase Voucher:** Voucher valid for 1 year that can be used for any purchase of an iDTGV Ticket and/or an iDNiGHT Ticket on the iDTGV Website and on the Seller Websites. These vouchers can also be used on the abovementioned websites to purchase an Additional Service and/or a Supplement, at the same time an iDTGV Ticket Order is placed. Each Purchase Voucher is valid only once and as such, if the value of the Purchase Order is greater than that of the product purchased, there is no refund and it is not possible to use the Purchase Voucher again for a later purchase.

**Exchange Centre:** Telephone centre set up by iDTGV that can be reached on 0.980.982.982 (no toll charge). The Exchange Centre is open every day (including Sundays and bank holidays) from 9 a.m. to 6 p.m. This service is only available in French and allows you to make certain types of iDTGV Ticket exchanges, in accordance with the measures of Article 8 of the General Terms of Sale.

**Order:** Operation in which You, on line via the iDTGV Website, the iDTGV Mobile Website, a Seller Website or a Distributor Website, reserve and pay for iDTGV Tickets or iDNiGHT Tickets and, where possible, Additional Services as well as Supplements. The abovementioned products are settled via banking cards (CB, Visa or Mastercard), Credits or Purchase Vouchers on the iDTGV Website, on the iDTGV Mobile Website or on the Seller Websites, and on the Distributor Websites by banking cards (CB, Visa or Mastercard) only. The Order is finalised when your payment is confirmed.

**Customer Account:** Account that the Traveller can create on the iDTGV Website or on the iDTGV Mobile Website by sending certain items of personal information, in particular the Traveller's first and last names and date of birth. This account will allow the Traveller to receive iDTGV Credits and to take advantage of certain benefits for which details are provided on the iDTGV Website and to navigate more easily on the iDTGV Mobile Website. Customer Accounts can be consulted only through the iDTGV Website.

**Creation:** Personalisation of the iDTGV Ticket, carried out via the iDTGV Website, the iDTGV Mobile Website or via a Seller Website, by entering the first and last names and date of birth of the Traveller and then by confirming before Printing. However, in the event of "Last-Minute Printing" of an iDTGV Ticket provided for in Article 4.4 of the General Terms of Sale, the Creation of the iDTGV Ticket will be done without entering the Traveller's first and last names and date of birth.

**Travel Dossier:** All of the characteristics of your Travel associated with a reference number that is provided to You in order to Print the Print-at-home Ticket and/or for any contact with iDTGV. A Travel Dossier can include up to 12 iDTGV return Tickets. It is furthermore possible for there to be several Travel Dossiers in the same Order (for example, when reserving an iDTGV Ticket and an iDNiGHT Ticket on a Distributor Website).

**E-ticket:** Dematerialised transport document available on the iDTGV Mobile Website which provides access to a seat in an iDTGV Car. In the event the Traveller purchases Additional Services and/or Supplements, this purchase will be mentioned on the E-ticket.

**iDNiGHT:** Rail transportation service for Travellers on night trains provided by iDTGV.

**iDTGV:** Simplified joint stock company with VAT number FR95478221021, listed in the Trade Registry of Nanterre as number 478 221 021 with head office located at 2, Place de la Défense, 92053 La défense Cedex, France.

**Printing:** The issue of an Print-at-home Ticket on paper which occurs after the Creation of the iDTGV Ticket.

**Travel:** The segment between a departure station and an arrival station that is to be travelled by the Traveller on board an iDTGV Car.

**iDTGV Car:** Set of iDTGV cars, for which transportation is provided by SNCF, and which allows a Traveller to carry out Travel.

**Additional Service:** Set of services made available to You by iDTGV in the iDTGV Set of Cars. The Additional Services vary according to the date of travel and the ambience (iDzen or iDzap) selected and are produced by iDTGV. The supply of Additional Services is governed by the General Terms of Sale. Each Additional Service is described individually on the iDTGV Website or on the iDTGV Mobile Website and must be retrieved in the Bar Car of the iDTGV Set of Cars, by showing your iDTGV Ticket.

**Customer Service on the Internet:** Service offered by iDTGV for Travellers, that can be accessed from the iDTGV Website by clicking on "Contact us".

**Distributor Website:** Internet websites that offer iDTGV Tickets for sale and for which the URL addresses do not begin with <http://ventes.idtgv.com>. The Distributor websites only allow for the ordering of iDTGV Tickets. Creating, Printing and exchanging iDTGV Tickets as well as the Printing of Print-at-home Tickets purchased via a Distributor Website must be carried out on the iDTGV Website.

**iDTGV Website:** The website of iDTGV, located at [www.idtgv.com](http://www.idtgv.com), to which You can connect in particular to access your Travel Dossier, to Order, Create, Print and exchange your iDTGV Tickets, Additional Services and Supplements as well as to access your Travel Dossier.

**Seller Website:** Travel agency websites that offer all of the iDTGV products for sale and for which the URL addresses of the pages that allow iDTGV Tickets to be Ordered begin with <http://ventes.idtgv.com>. The Seller Websites distribute the iDTGV Tickets as well as the Supplements and Additional Services if the latter are purchased at the same time when the Order for the iDTGV Ticket is placed. The Creating of iDTGV Tickets and the Printing of Print-at-home Tickets purchased via a Seller Website are carried out on this same internet website in the conditions set forth in Article 4.4. and 4.5.1. of the General Terms of Sale.

**Supervisor:** SNCF agent that ensures Traveller safety and who is responsible for checking iDTGV Tickets when the Traveller enters the iDTGV Set of Cars as well as in the iDTGV Set of Cars themselves. Supervisors are accredited by the Public Prosecutor and are sworn agents. As such, they are authorised to collect and log the identity and address of offenders when they are checking iDTGV Tickets (in accordance with Article 529-4 II of the Code of criminal procedure. The Supervisor is also in charge of enforcing the rules of conduct, such as defined in Article 5 of the General Terms of Sale, on board the iDTGV Set of Cars.

**Supplement:** Includes the Pet Supplement and Baggage Supplements. These Supplements can be accessed on the iDTGV Website, on the iDTGV Mobile Website and on the Seller Websites, as well as through the Exchange Centre.

**Pet Supplement:** Supplement that appears on the iDTGV Ticket and which grants the right for a pet accompanying You to access an iDTGV Set of Cars and to carry out the corresponding Travel with You, in the conditions set forth in Article 12. of The General Terms of Sale. Each Traveller is limited to purchasing 2 Pet Supplements per Travel.

**Baggage Supplement:** Supplement that appears on the iDTGV Ticket and which grants You the right to bring an additional piece of baggage, beyond the limits set forth in Article 11. of The General Terms of Sale when You are travelling in an iDTGV Car. Each Traveller is limited to purchasing 2 Baggage Supplements per Travel.

**Bar Car:** Car located in the iDTGV Set of Cars which Travellers have access to for purchasing food and drinks to be eaten there or to be taken away.

**You or the Traveller:** Any person who places an Order for an iDTGV Ticket.

### **3. Rates**

iDTGV Ticket rates apply, regardless of the Traveller.

Only children under the age of 4 years on the date of travel are authorised to travel free of charge but cannot, in this case, be allocated a separate seat. In order for a child under the age of 4 years to have a separate seat, an iDTGV Ticket must be purchased at normal rate conditions.

No social fare reductions, for rail personnel or through agreements, fare reductions, commercial cards or SNCF loyalty programmes apply to the rates offered by iDTGV for Travel on iDTGV Sets of Cars.

Furthermore, when taking an iDTGV Set of Cars, You cannot benefit from SNCF rates offered for the services in that are in addition to the sale of an SNCF ticket, in particular the "Baggage at Home" and "Auto/Train" services.

### **4. Order and printing of the iDTGV Ticket:**

#### **4.1. Traveller's Responsibility**

In order to order and pay for the Order, You must be a major or an emancipated minor, able to legally contract and comply with the General Terms of Sale. You are financially liable for the Orders that are placed in your name for your account and for the account of a third party. You guarantee the truthfulness and accuracy of the information that You provide.

#### **4.2. Placing an Order**

You place your Order directly on line on the iDTGV Website, the iDTGV Mobile Website, a Seller Website or a Distributor Website. All of the information pertaining to your Order is mentioned in your Travel Dossier.

iDTGV Tickets can be ordered 6 months at the earliest before the date of departure for the train that You want to take. An iDTGV Ticket can be purchased no later than 5 hours before the departure of this train.

##### **4.2.1. Choosing your iDTGV Ticket**

When You order an iDTGV Ticket, You select:

- the number of Travellers;
- the dates and times for the outward and/or inward segments;
- the Travel;
- the travel ambience (iDzap and iDzen);
- the desired class of comfort inside the train (1<sup>st</sup> or 2<sup>nd</sup>);
- where applicable, Additional Services and/or Supplements (only from the iDTGV Website, the iDTGV Mobile Website and Seller Websites);

compliance with the choice You made concerning the travel ambience is provided subject to the availability of space and will be confirmed to You after payment is made.

On the iDTGV Website, on the iDTGV Mobile Website and on Seller Websites, a service for viewing your seat is offered to You. This service, which assists You in your selection, is provided to You solely for the purposes of information. The seat that You view can in no way have a contractual value and does not hold iDTGV liable in any way.

Furthermore, on Distributor Websites and on the iDTGV Mobile Website, compliance with the choice You made concerning the travel ambience is provided subject to the availability of space and will be confirmed to You after payment is made.

If You are connected to a Distributor Website, You must then go, after confirming your Order, to the iDTGV Website or the iDTGV Mobile Website to order any Additional Services and/or Supplements.

From among the iDTGV Tickets proposed to You, You must select the iDTGV Ticket that corresponds best and then You ensure that the latter has been established according to the conditions that You have entered.

After selecting your iDTGV Ticket, if you are on the iDTGV, on the iDTGV Mobile Website or on a Seller Website; you must enter the information concerning the person that owns that bank account allowing for payment (first and last names, email address).

In all cases, the special box for accepting the General Terms of Sale must be ticked.

#### 4.2.2. Creating your iDTGV Ticket during the Order

You may proceed to the Creation of your iDTGV Ticket during your Order:

- on the iDTGV Website, on the iDTGV Mobile Website and on Seller Websites: you must tick the box stating that You do not wish to enter the Traveller's information later and therefore proceed immediately to the Creation of your iDTGV Ticket;
- on Distributor Websites: You proceed to the Creation of your iDTGV Ticket on the same internet page as the one on which you accept the General Terms of Sale.

#### 4.2.3. Paying for your iDTGV Ticket:

Payment is made directly with iDTGV when the purchase is made from the iDTGV Website, the iDTGV Mobile Website and the Seller Websites and via a travel agency when the purchase is made from a Distributor Website. Payment is made exclusively in Euros, for a minimum amount of 1 Euro and a maximum of 860 Euros per day and per bank card. Furthermore, for security reasons and in order to limit the risks in the event of bank card fraud, You cannot make more than three payments per day with iDTGV with the same bank card.

We accept the following payment methods:

- bank cards issued in France by the Carte Bleue, EUROCARD, MASTERCARD and VISA networks;
- banks cards issued in the European Union, United States, Andorra, Switzerland, Monaco and Liechtenstein by the EUROCARD, MASTERCARD and VISA networks;
- Credits on the iDTGV Website, on the iDTGV Mobile Website and Seller Websites;
- Purchase Vouchers on the iDTGV Website, on the iDTGV Mobile Website and Seller Websites.

If payment is made via a bank card, your bank statement will show one bank transaction per product (iDTGV Ticket, Additional Service or Supplement) rather than a set of products that You acquired during a single transmission of banking data. For example, a Traveller that has purchased an iDTGV return Ticket and an Additional Service will see three transactions on his statement.

Payments made to iDTGV from the iDTGV Website and the Seller Websites are encrypted using the SSL (*Secure Socket Layer*) procedure.

When a Purchase Voucher is used to make payment, if the value of this voucher is greater than the price to be paid on line during your Order, iDTGV does not refund the difference between the value of said voucher and the price of your Order, and as such the amount of this difference is lost by the Traveller.

A confirmation for your Order is sent to You automatically via email, containing the details of the latter and the reference number of your Travel Dossier.

iDTGV declines any responsibility in the event the Traveller does not receive this email that would not be caused by iDTGV failing to fulfil its obligations (case of *force majeure*, error in the email address provided to iDTGV by the Traveller, incorrect settings for your email inbox, etc.).

The abovementioned Travel Dossier reference number is personal to You and the Travel Dossier cannot be transferred.

After You confirm your Order, You do not have any cancellation rights. Your iDTGV Ticket can thus be exchanged but cannot, except for the case mentioned in Article 7.2.1 of the General Terms of Sale, be refunded.

#### **4.3. Confirmation of your Order**

After the payment of your Order, confirmation is sent to You automatically via email, containing the details of the latter and the reference number of your Travel Dossier.

iDTGV declines any responsibility in the event the Traveller does not receive this email that would not be caused by iDTGV failing to fulfil its obligations (case of *force majeure*, error in the email address provided to iDTGV by the Traveller, incorrect settings for your email inbox, etc.).

#### **4.4. Creating your iDTGV Ticket at the end of your Order:**

You cannot retrieve your iDTGV Ticket from a travel agency or from SNCF (station counters, boutiques, automatic machines).

At the end of your Order, you can Create your iDTGV Ticket:

- by clicking on the link "print my ticket" and by indicating your first and last names and date of birth immediately after placing your Order on the iDTGV Website, on the iDTGV Mobile Website or on a Seller Website;
- by using the iDTGV Website, by clicking on the "My iDTGV" icon and then on the "My journeys" icon and indicating (i) your email address and your Travel Dossier reference number, or (ii) your Travel Dossier reference and your first and last names or (iii) your email address, your Itinerary and your date of departure. You will then have access to the internet page for Creating your iDTGV Ticket where You must indicate your first and last names and date of birth;
- By clicking on the "My journeys" icon which appears on the homepage of the iDTGV Application and then indicating (i) if You are connected to the Application: your Travel Dossier reference and your email address or (ii) if You are not connected to the Application: (a) your email address and the password of your Customer Account or (b) your Travel Dossier reference and your email address.

However, if You Create your iDTGV Ticket within 5 hours before your departure, it is possible that You will not be asked to supply your first and last names and date of birth and that your iDTGV Ticket, although it is personalised via its bar code, will indicate only "Last-Minute Printing".

Nevertheless, iDTGV strongly recommends, for reasons of simplicity, that You Create and, if necessary, that You Print your iDTGV Ticket no later than 5 hours before the departure of your train.

iDTGV declines any responsibility for anomalies that could occur during the Order or the Creation of the iDTGV Ticket when there anomalies were not intentionally provoked by iDTGV or subsequent to negligence of the latter.

Finally, according to Article 8. Of the General Terms of Sale, all iDTGV Ticket exchange will result in the Creation of a new iDTGV Ticket from the iDTGV Website or from the iDTGV Mobile Website.

#### **4.5. Obtaining your iDTGV Ticket once it has been created**

##### **4.5.1. The Print-at-home Ticket must be properly printed**

The Printing of the Print-at-home Ticket may be done after the Creation of the Ticket:

- By clicking on the link on the iDTGV Website or on a Seller Website;
- By clicking on the link "Print my ticket" on the confirmation email;
- By clicking on the "My iDTGV" icon and then "My journeys" on the iDTGV Website and then by indicating (i) your email address and Travel Dossier reference, (ii) your Travel Dossier reference and your first and last names or (iii) your email address, your Itinerary and your date of departure.

The Print-at-home Tickets is valid only if it has been printed on white A4 paper, blank on both sides, without changing the Print size, in portrait (vertical) format, using a laser or inkjet printer. It cannot under any circumstances be presented in another format (electronic, screen, etc.) as they will be declared as invalid. You can only print a single Print-at-home Ticket at a time on each sheet of A4 paper (do not use the back).

Good Print quality is required. The Print-at-home Tickets that is partially printed, dirty, damaged or illegible will not be accepted on board and will be considered as invalid. In the event of a problem or poor Print quality, You must print your Print-at-home Ticket again.

To check for proper Print quality, ensure that the information written on the Print-at-home Tickets, the text in the image frame and especially the barcodes, are legible.

In accordance with Article 6.1 of the General Terms of Sale, if You have created your Print-at-home Ticket but are not able to show a printed version, if You show a Print-at-home Ticket on a support other than that required in this article or if You show a Print-at-home Ticket with insufficient Print quality, You will have to pay a charge of 5 Euros which corresponds to the fees for issuing a ticket on board.

Printing must be done using your computer which is properly configured (You must have a computer connected to the internet and which has the Acrobat Reader software as well as a laser or inkjet printer with a minimum resolution of 300 dpi).

Furthermore, iDTGV declines any responsibility for any anomalies that could occur when Printing the Print-at-home Tickets when these anomalies were not intentionally provoked by iDTGV or subsequent to negligence of the latter.

Finally, your Print-at-home Ticket can be exchanged under the conditions in Article 8 of the General Terms of Sale. In accordance with this article, each exchange of a Print-at-home Ticket requires You to Print the Print-at-home Ticket again, and this can only be done through the iDTGV Website.

In the case of an iDTGV Ticket exchange, showing a Print-at-home Ticket that was printed before the exchange instead of the Print-at-home Ticket printed after said exchange will be considered as not being able to show a Print-at-home Ticket. Consequently, in accordance with Article 6.1 of the General Terms of Sale, You will have to pay a charge of 5 Euros which corresponds to the fees for issuing a ticket on board.

In order to allow the E-ticket to appear on the screen of your Mobile, You must choose the option "My E-tickets" on the iDTGV Application homepage named "My iDTGV". The list of E-tickets You have ordered and created will appear on the screen. You must choose the E-ticket which must be controlled during your Itinerary. The latter will then appear on the screen of your Mobile, thus allowing its control by an SNCF agent.

In the case of an iDTGV Ticket exchange, showing an E-ticket that was printed before the exchange instead of the E-ticket printed after said exchange will be considered as not being able to show an E-ticket. Consequently, in accordance with Article 6.1 of the General Terms of Sale, You will have to pay a charge of 5 Euros which corresponds to the fees for issuing a ticket on board.

## **5. Rules of conduct on board the iDTGV Set of Cars**

Since You are making use of SNCF installations, You must comply with the safety standards that apply in trains as well as with the requirements of a legal and regulatory nature (in particular the Law of 15 July 1845 and the application order no. 730 for it of 22 March 1942) organising the police, security and aiming to guarantee law and order on trains, in stations and on the railroad tracks, such as posted in the main rail stations.

In addition, due to your use of the iDTGV Set of Cars, You are required to comply with special rules of conduct on board the latter, and especially with the following rules:

- the iDTGV Set of Cars are entirely non-smoking;
- You agree to respect the cleanliness of the premises and of the equipment;
- You must comply with the special rules of conduct on board the iDTGV Set of Cars corresponding to the iDzen and iDzap ambiances (the Supervisor can change your seating especially in the event of non-compliance with these rules);
- You are required to sit at the seat indicated on your iDTGV Ticket. If You want to change this, You must first see the Supervisor who, at his entire discretion, will either accept or refuse this change.

### **5.1. Rules of conduct on board – iDzen area**

When You choose to travel in the iDzen space, which is a calm and serene area, You must adopt suitable behaviour and in particular, You are requested

- to conduct Yourself calmly and silently;
- keep your mobile telephone on "silent" mode throughout the entire Travel;
- to not use a noise or sound producing device (unless You use a headset);

- for Travellers travelling with children, to keep them under their responsibility and to exercise special surveillance so as to avoid any disturbance to the serenity in the iDzen space.

Pets, “of large size” (such defined in Article 121. Of the General Terms of Sale) are forbidden in the iDzen are, whereas pets “of small size” (such defined in Article 121. Of the General Terms of Sale) are strongly discouraged.

Consequently, if You have an iDTGV Ticket for the iDzen are and that You are travelling with an animal “of small size”, the Supervisor is likely to suggest another seat for You in the iDzap space.

The "guide dogs" and "service dogs" mentioned in Article 9.4. of the General Terms of Sale remain authorised to travel in the iDzen area.

## **5.2. Rules of conduct on board – iDzap area**

The iDzap area is a friendly area and is as such particularly adapted for children under the age of 12 years and for groups of people travelling together.

You must nevertheless comply with the comfort of the other Travellers.

Pets "of small size" (such as defined in Article 12 of the General Terms of Sale) are admitted free of charge for transportation as long as:

- the other Travellers accept the presence of your pet (according to Article 12.3. of the General Terms of Sale, if this presence came to disturb another traveller, the Supervisor would have the possibility of choosing another seat for You in the iDTGV Set of Cars) ;
- You remain entirely responsible for it;
- You comply with the rules of conduct for the iDzap area;
- your pet is placed in a container of which the dimensions do not exceed 45 cm x 30 cm x 25 cm.

If You are travelling with a pet "of large size", such as defined in Article 12 of the General Terms of Sale, You must purchase a Pet Supplement such as defined in this article. This supplement however is not necessary for the "guide dogs" and "service dogs" mentioned in Article 9.5. of the General Terms of Sale.

## **6. iDTGV Ticket control and adjustments**

### **6.1. iDTGV Ticket control**

#### **6.1.1. Stipulations common to all iDTGV Ticket controls**

In order to access iDTGV Sets of Cars, the reservation of a seat as well as the holding of a valid iDTGV Ticket, excluding all other SNCF transportation documents) are required.

You must arrive no later than 5 minutes before the departure of the train. After this period, iDTGV does not guarantee that You will be able to board the train. It is however strongly recommended that You arrive for boarding 20 minutes before this departure.

iDTGV Tickets do not have to be punched, as the control for iDTGV Tickets is carried out under the authority of a Supervisor when You board the iDTGV Car.

However, although the control for iDTGV Tickets is done when boarding the iDTGV Car, You must be able to show your iDTGV Ticket to SNCF agents who ask to see it in the stations and in the trains.

iDTGV Tickets are personal and cannot be transferred. You must therefore also be able to show an official currently-valid form of identity with a photograph: national identity card, passport, driving licence or residence card to the Supervisor. Family record books are accepted for children. If You are not able to show one of the aforementioned forms of identification, the sanction that applies to You will be that which is mentioned in Article 6.2.1.A of the General Terms of Sale.

If You have created your iDTGV Ticket but are not able to show it or if You have exchanged an iDTGV Ticket and You do not show its latest version, You can board the iDTGV Set of Cars, after the Supervisor or any SNCF agent checks, using an official form of identification, that your identity has been recorded on the list of Travellers and in exchange a charge of 5 Euros which corresponds to the fees for issuing a ticket on board.

You must also settle the aforementioned sum if You are not able to show a valid iDTGV Ticket and:

- You have Created your iDTGV Ticket and the identity mentioned when said ticket was created is that mentioned on the form of identification that You are showing;

- You have not Created your iDTGV Ticket and the identity of the person who paid for said ticket when it was Ordered is that mentioned on the form of identification that You are showing;
- You have not Created your iDTGV Ticket and the identity of the person who paid for said ticket when it was Ordered is not that mentioned on the form of identification that You are showing but You can provide the reference number of the Travel Dossier corresponding to the identity of the person who placed your Order.

However, if You have not Created your iDTGV Ticket, the identity of the person who paid for said ticket when it was Ordered is not that mentioned on the form of identification that You are showing and You cannot provide the reference number of the Travel Dossier corresponding to the identity of the person who placed your Order, the adjustments provided for in Article 6.2.1.A of the General Terms of Sale shall apply to You.

Furthermore, except in cases of obvious error, the Traveller acknowledges and accepts that the information resulting from iDTGV's information systems such as mentioned by the barcode reader device when the iDTGV Tickets are controlled electronically, is of a probative nature in any claim or dispute concerning the validity of iDTGV Tickets. This control device in fact observes the validity of iDTGV Tickets using the latest information updated in iDTGV's information system.

As such, during an electronic control that establishes that an iDTGV Ticket shown by the Traveller is invalid, the information contained in iDTGV's barcode reader device shall be deemed as authentic and the iDTGV Ticket will not be valid. Likewise, if iDTGV's barcode reader device validates an iDTGV Ticket while invalidating the purchase of an Additional Service or a Supplement which is even so mentioned on the iDTGV Ticket, this mention of the purchase of an Additional Service or of a Supplement shall not be valid.

Finally, iDTGV declines all responsibility in the event of loss, theft or illicit use of iDTGV Tickets, in particular in the event of loss or theft of the Traveller's Mobile.

#### **6.1.2. Stipulations regarding printed Ticket control**

The possession of a Print-at-home Ticket, according to Article 4.5.1. of the General Terms of Sale, is mandatory to access the iDTGV Set of Cars. Therefore, if You have created your Print-at-home Ticket but You show an iDTGV Ticket in a format other than that required in Article 4.5.1. of the General Terms of Sale or with a print quality that is not sufficient in accordance with this article; You will be allowed on the iDTGC Cars only after control by the Supervisor or any other SNCF agent, using an official ID, that You are registered on the list of Travellers and after paying an amount of 5 Euros for the issuing of a Ticket onboard. Otherwise, the regulations mentioned in Article 6.2.1.A of the General Terms of Sale will apply.

#### **6.1.3. Stipulations regarding E-ticket controls**

You must be in possession of an E-ticket according to Article 4.5.2. of the General Terms of Sale to access the iDTGV Cars.

You must therefore be able to present your Mobile screen to the Supervisor or any other SNCF agent when entering the iDTGV Set of Cars, in the station and on the train. You must make sure that You can access the iDTGV Application and that you have enough battery in your Mobile in order to be able to show your E-ticket. Therefore, if You have created your E-ticket but that your Mobile unables You to show it, in particular due to insufficient battery level or connexion problems, You will be allowed on board the iDTGV Cars only after the Supervisor or SNCF agent has made sure, using an official ID, that your name is on the list of Travellers and having paid the amount of 5 Euros for the issuing of a ticket onboard. Otherwise, the regulations mentioned in Article 6.2.1.A of the General Terms of Sale will apply.

### **6.2. Adjustments**

#### **6.2.1 Adjustments of a commercial nature**

If you do not have an iDTGV Ticket or if you have an invalid transportation document, and you spontaneously go and see the Supervisor and mention that you are in an irregular situation as soon as you board an iDTGV Set of Cars, you can benefit from an adjustment of a commercial nature by the Supervisor, subject to seat availability in the iDTGV Car.

Adjustments of a commercial nature are carried out in the conditions mentioned hereinafter.

#### **A. No prior purchase of an iDTGV Ticket or iDTGV Ticket is not valid in the iDTGV Car**

Regardless of the Travel in question, the adjustment procedures applied are as follows:

- if you are travelling in first class, you must pay the maximum price for first class according to the current iDTGV rate chart for the Travel and the period in question, plus an additional charge of 10 Euros corresponding to the fees for issuing a ticket on board.
- if you are travelling in second class, you must pay the maximum price for second class according to the current iDTGV rate chart for the Travel and the period in question, plus an additional charge of 10 Euros corresponding to the fees for issuing a ticket on board.

The amount corresponding to this adjustment of a commercial nature must be paid immediately by the Traveller to the Supervisor.

## **B. Upgrading**

On board the iDTGV Car, upgrading, i.e. travelling in a class that is greater than that mentioned on the iDTGV Ticket, is subject to prior approval from the Supervisor that the Traveller must go and see.

If the upgrade is authorised, the Supervisor will collect the difference between the maximum price for first class in the current iDTGV rate chart for the Travel and the period in question less the price of the iDTGV Ticket shown by the Traveller.

The amount corresponding to this adjustment of a commercial nature must be paid immediately by the Traveller to the Supervisor.

### **6. 2. 2 Travellers in an irregular or fraudulent situation**

**A. You are in an irregular situation if, after the train departs and without having first spontaneously sought the Supervisor, you are not able to show a valid iDTGV Ticket, i.e. in particular if:**

- you do not have an official form of identification, that is currently valid with a photograph (national identity card, passport, driving licence or resident card) that proves that you are the person mentioned on the iDTGV Ticket that You are showing;
- you are travelling in an iDTGV Car in conditions concerning Travel, date, time, train, comfort class and ambience that differ from those mentioned on your iDTGV Ticket;
- you are using a transportation document other than an iDTGV Ticket;
- the non-validity of your iDTGV Ticket is established subsequent to the electronic control carried out by iDTGV's barcode reader device (except in the case, provided for in Article 6.1. of the General Terms of Sale, when the Traveller does not present the latest version of his iDTGV Ticket when said ticket has been exchanged).

**When the iDTGV Tickets are controlled, if you have not spontaneously and in advance informed the Supervisor of your irregular situation in the conditions defined hereinabove, you must adjust your situation by immediately paying a sum for which the amount is indicated hereinbelow:**

- if you are travelling in first class: you must pay the maximum price for first class travel in the current iDTGV rate chart for the Travel and period in question, plus a lump-sum indemnity of 25 Euros;
- if you are travelling in second class: you must pay the maximum price for second class travel in the current iDTGV rate chart for the Travel and period in question, plus a lump-sum indemnity of 25 Euros.

**The indemnity is due per Traveller in an irregular situation. All irregular situations are subject to an observation in the form of a report written by the Supervisor.**

**In addition, in the event You board or leave the train in a station that is not indicated on your iDTGV Ticket, the lump-sum indemnity to adjust your situation that applies will be 35 Euros, without You having to pay the price for a new iDTGV Ticket.**

**B. You are in a fraudulent situation if, in particular, in the boarding or deboarding areas or in an iDTGV Car:**

- you are using a counterfeit iDTGV Ticket;
- you are using a forged iDTGV Ticket;
- you are using an iDTGV Ticket issued in the name of another person;
- you are using an iDTGV Ticket for which the price is not validly settled.

**In the event of a fraudulent situation, the adjustment methods applied are as follows:**

- if you are travelling in first class: you must pay the maximum price for first class travel in the current iDTGV rate chart for the Travel and period in question, plus a lump-sum indemnity of 121 Euros;
- if you are travelling in second class: you must pay the maximum price for second class travel in the current iDTGV rate chart for the Travel and period in question, plus a lump-sum indemnity of 121 Euros.

**The indemnity is due per traveller in a fraudulent situation. All fraudulent situations are subject to an observation in the form of a report written by the Supervisor.**

Any fraudulent use of an iDTGV Ticket can lead to immediate retention of the ticket and where applicable, the institution of legal proceedings.

If you have a counterfeit, forged or unpaid iDTGV Ticket, you are also subject to the filing of a complaint for fraud. Infraction reports fall within the framework of the law concerning daily security of 15 November 2001 and in particular the "habitual fraud" misdemeanour.

### 6. 3. *Payment methods in the event of an adjustment*

All collections made by the supervisors give rise to the issue of a receipt which, where applicable, can be used as a valid transportation document in iDTGV Cars. On board an iDTGV Car, payments are made by bank or postal cheque, in cash (in Euros) or by French bank card with a chip that have the CB logo, except for cards that require systematic authorisation (those with characters or numbers that are not embossed). International foreign bank cards with magnetic strips, that contain the CB, VISA or Mastercard logo, are also accepted.

The acceptance of cheques is subject to the presentation of an official currently-valid form of identification with a photograph and a second official document if the amount of the cheque is greater than 150 Euros.

If you cannot or do not want to pay the sum on the spot that you owe and as such refuse the transaction that is proposed, a report observing the infraction is drawn up by the Supervisor. In this case, administrative fees of 38 Euros are added to the initial amount.

You then benefit from the period of time provided for by law:

- To settle the amount of the transaction which includes:
  - the amount of the adjustment requested;
  - the administrative fees, in accordance with the measures of Article 529-4 of the Code of criminal procedure and those of Articles 80-4 to 80-7 of order no. 730 of 22 March 1942 amended.
- To send a motivated protest, to Service Recouvrement des procès verbaux SNCF – BP 8075 – 34507 BEZIERS CEDEX, which will then be forwarded to the Public Prosecutor.

When checking for the existence and the validity of iDTGV Tickets, Supervisors are authorised to log the identity and address of offenders.

If an offender refuses or is not able to prove his identity, the Supervisor will immediately report this to any judiciary police officer of the national police or of the national gendarmerie having territorial jurisdiction, which then can order the offender to be presented without delay.

If payment is not made within the allotted legal period of time and in the absence of a protest, the offender will be subject to criminal proceedings in accordance with the measures of Articles 529-2 et seq. of the Code of criminal procedure.

## 7. **Delays and cancellation**

### 7. 1. *Delays*

Wherever possible, iDTGV agrees to comply with the time schedules sent on the date of the Order. In the event a modification must be made to the scheduled time on the iDTGV Ticket before the date of departure, iDTGV will make every effort to inform You within the shortest possible timeframe.

In the event of arrival with a delay exceeding between 60 and 119 minutes with regards to the initially scheduled time on the iDTGV Ticket and which can be attributed to SNCF in its quality as transporter, a compensation of 25% of the price of the outward bound iDTGV Ticket involved in the delay (i.e. the price paid for outward bound Travel, less the price of any Additional Services and/or Supplements) will be allocated to You in the form of a Purchase Voucher sent to the email address that recorded at the time of your Order.

In the event of arrival with a delay exceeding 120 minutes with regards to the initially scheduled time on the iDTGV Ticket and which can be attributed to SNCF in its quality as transporter, a compensation of 50% of the price of the outward bound iDTGV Ticket involved in the delay (i.e. the price paid for outward bound Travel, less the price of any Additional Services and/or Supplements) will be allocated to You in the form of a Purchase Voucher sent to the email address that recorded at the time of your Order.

The late arrival of a train cannot under any circumstances give rise to any form of monetary reimbursement (in cash, by bank transfer, etc.).

This compensation commitment does not apply when the delay is less than 60 minutes or is due to a cause that cannot be attributed to SNCF. A delay that is not attributable to SNCF can in particular be caused by an act characterised as malice, a demonstration by people exterior to SNCF, the occurrence of an obstacle on the track, a climatic incident, an accident involving a casualty or a

security alert in a station. A delay that can be attributed to SNCF can, in particular, be caused by a defect in its equipment or an incident involving the catenary system.

If the train is delayed by more than 60 minutes, iDTGV will send You an email directly to the email address that You recorded at the time of your Order to inform You if said delay provides you with rights to compensation in application of this article. As such, no action from you shall be necessary.

## **7.2. Cancellation**

### **7.2.1 Train cancellation**

In the event a scheduled train has to be cancelled, iDTGV will make every effort to inform You within the shortest possible timeframe.

If this cancellation can be attributed to iDTGV or to SNCF in its quality as transporter, iDTGV might offer You to travel in another iDTGV Set of Cars travelling at a different time and/or date. If such proposal is not offered or if You refuse or fail to respond within 3 days after receiving it, a compensation of a commercial nature will be offered. It is in the form of a voucher per Traveller of an amount identical to the one paid for the cancelled outward bound journey of the iDTGV Ticket, plus any Additional Services and Supplements attached to this iDTGV Ticket. An additional percentage of the amount which cannot be less than 10% will also be added to the voucher amount. This voucher shall be sent by email to the email address You have registered during your Order.

Yet, you have the possibility of contacting the online Customer Service in order to ask for the cancellation of this voucher and obtain instead a refund for the exact amount of your iDTGV Ticket for the cancelled outward bound journey, plus any Additional Services and Supplements attached to this iDTGV Ticket. This refund is in the form of a bank transfer and will be sent to the bank account of the person who paid for the cancelled outward bound journey of the iDTGV Ticket.

iDTGV shall inform You, via email at the email address of the reasons for the cancellation and, where applicable, will initiate the bank transfer for the refund.

iDTGV does not refund cancellations of iDTGV Tickets for personal, professional or health reasons.

### **7.2.2 Cancellation of an Additional Service**

#### **A. Unavailability of an Additional Service**

In the event an Additional Service is unavailable for which payment has already been made, iDTGV will offer You during your travel to choose between a replacement Additional Service at a price equivalent to the unavailable Additional Service and the possibility to purchase products sold in the iDTGV Bar Car for an amount equivalent to that of the unavailable Additional Service. If You accept one of these two replacement proposals, You renounce the possibilities mentioned herein below.

If You refuse the replacement proposals aforementioned or if the proposal do not apply to your situation, compensation will be offered to You. The latter will be in the form of a Purchase Voucher per Traveller, for an amount identical to that paid by the Traveller for the purchase of the unavailable Additional Service, plus a percentage, set by iDTGV according to the Additional Service, which cannot be less than 10% of the price of the unavailable Additional Service.

The Traveller will however have the possibility of contacting Customer Service to ask that this Purchase Order be cancelled and transformed into a refund for the exact price of the unavailable Additional Service. This refund will then be carried out by bank transfer to the same bank account that was used to pay for the unavailable Additional Service. This voucher shall be sent by email to the email address You have registered during your Order.

#### **B. Non-retrieval of an Additional Service by a Traveller**

iDTGV does not refund any Additional Service that was available but was not retrieved by the Traveller.

## **8. Exchanges**

The iDTGV Ticket is valid exclusively in the iDTGV Car for which You have placed your Order. The iDTGV Ticket has to be exchanged in order to modify one or more of the following travel items:

- the day and/or time of departure;
- the Travel;
- the seating, class of comfort and/or the ambience;
- the Additional Services and/or Supplements.

An iDTGV Ticket is personal and cannot be transferred. In addition, it can be exchanged only for another iDTGV Ticket or an iDNiGHT Ticket, excluding any other transportation document, in particular SNCF transportation documents (TGV, TéoZ, etc.).

**An exchange is possible and valid only if all of the following conditions are met:**

- the rate for the initial iDTGV Ticket allows for an exchange (some promotional rates cannot be exchanged);
- the exchange is requested before the closing of iDTGV Ticket sales for the train that You no longer want to take, i.e. 5 hours before the departure of this train, and within the opening hours of the Exchange Centre, when the exchange is made by telephone;
- the desired seats in the new chosen iDTGV or iDNiGHT train are already open for reservations;
- there is space available in the new chosen iDTGV or iDNiGHT train.

**Exchanging an iDTGV Ticket can be done before or after the Creating of the iDTGV Ticket and Printing of the Print-at-home Ticket.**

**Each of the three types of exchange mentioned hereafter require that the iDTGV Ticket be Created again on the iDTGV Website or on the iDTGV Mobile Website. For Print-at-home Tickets, any exchange implies the printing of a new Ticket.**

**Payment is made exclusively in Euros, by bank card (Carte Bleue, Visa, MasterCard) as well as via a Credit.**

**Furthermore, exchanging an iDTGV Ticket for an iDNiGHT Ticket, which is subject to these exchange conditions, implies acceptance of the iDNiGHT General Terms of Sale. Ordering the new ticket, using it on board and the transport as well are then subject to the iDNiGHT General Terms of Sale which are available on the iDTGV Website.**

**Three types of exchanges concerning iDTGV Tickets need to be distinguished, as each has particularities concerning the steps to be taken by the Traveller:**

#### **8.1. Exchanges made on the iDTGV Website or on the iDTGV Mobile Website**

##### **8.1.1 Exchanges concerning seating, Additional Services and/or Supplements**

**You need to make this type of exchange in order to change one or more of the following items:**

- your seating (ambience, car, seat number) without making a change to your class of comfort;
- an Additional Service (which can be exchanged, removed or added);
- a Supplement (which can be exchanged, removed or added).

**This type of iDTGV Ticket exchange can be done without any additional cost.**

**You can only make this type of exchange on the iDTGV Website or on the iDTGV Mobile Website.**

**If after the process of removing or exchanging an Additional Service or a Supplement, You have paid an amount that is greater than that which You should have paid after the removal or the exchange, a Credit corresponding to the amount of the difference between these two sums (the "delta") will be sent to you via your Customer Account if you have such an account. Otherwise, You will receive a Purchase Voucher, also in the amount of said "delta".**

**However, no compensation will be allocated to You in the event your exchanged iDTGV Ticket was paid for with a Purchase Voucher, the value of the aforementioned "delta" is then lost.**

**After the exchange (whether on the iDTGV or iDTGV Mobile Website), confirmation will be sent to You automatically via email . You can then decide to print your new iDTGV Ticket on the iDTGV Website or access it via your Mobile, according to Article 4.5.2. of the General Terms of Sale.**

**iDTGV declines any responsibility in the event the Traveller does not receive this email or if the E-ticket cannot be visualised on the Mobile screen that would not cause a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDTGV by the Traveller, incorrect settings for your email inbox, dysfunctional Mobile etc.).**

##### **8.1.2 Exchanges concerning the day/time of departure, class of comfort and/or Travel**

**You need to make this type of exchange when the cases mentioned in Article 8.2 of the General Terms of Sale do not apply to You and when You want to change one or more of the following items:**

- the day and/or time of your departure;
- your class of comfort;
- your Travel;

You must make this type of exchange on the iDTGV Website or on the iDTGV Mobile Website. However, if You cannot make do otherwise, iDTGV will accept to make this type of exchange from the Exchange Centre, exchange costs are higher in this case. In this case, before contacting our Exchange Centre, we ask imperatively that You check for availability for travel and the possibilities for exchange on the iDTGV Website or on the iDTGV Mobile Website.

This type of iDTGV Ticket exchange is subject to an exchange charge of 10 Euros including tax that applies to each Traveller and per segment exchanged if You proceed to your exchange on the iDTGV Website or on the iDTGV Mobile Website and 15 Euros including tax that applies to each Traveller and per segment exchanged if You proceed to your exchange from the Exchange Center (1 iDTGV single Ticket exchanged = 1 segment; 1 iDTGV return Ticket exchanged = 2 segments), and this regardless of the number of changes made.

This type of exchange is possible only if the price of the new iDTGV Ticket is at least equal to the price of the iDTGV Ticket that You want to exchange. Furthermore, if there is a difference between the price paid for the initial iDTGV Ticket and the price of the new iDTGV Ticket, You must pay the price difference, in addition to the administrative costs.

*Example: Two Travellers who want to exchange iDTGV Website or on the iDTGV Mobile Website their two iDTGV Tickets for a single Paris- Marseilles for which they paid 39.90 Euros per iDTGV Ticket, for two iDTGV Tickets for a single Paris-Avignon at a cost of 49.90 Euros per iDTGV Ticket, will have to pay 10 Euros in charges and 10 Euros the difference in price per iDTGV Ticket, for a total of 40 Euros for the two iDTGV Tickets (and 50 Euros in total if the Exchange takes place from the Exchange Center).*

After the exchange, confirmation will be sent to You automatically via email. You can then print your new iDTGV Ticket only via the iDTGV Website.

iDTGV declines any responsibility in the event the Traveller does not receive this email that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDTGV by the Traveller, incorrect settings for your email inbox, etc.).

## 8. 2. Exchanges to be made solely via the Exchange Centre

If You need to make an exchange concerning the day, time, date and/or the Travel of the iDTGV Ticket(s) for only some of the passengers in a Travel Dossier, You must contact the Exchange Centre.

Before contacting our Exchange Centre, we ask imperatively that You check for availability for travel and the possibilities for exchange on the iDTGV Website.

This type of iDTGV Ticket exchange is subject to a charge of 15Euros including tax that applies to each Traveller and per segment exchanged (1 iDTGV single Ticket exchanged = 1 segment; 1 iDTGV return Ticket exchanged = 2 segments), and this regardless of the number of changes made.

This type of exchange is possible only if the price of the new iDTGV Ticket is at least equal to the price of the iDTGV Ticket that You want to exchange. Furthermore, if there is a difference between the price paid for the initial iDTGV Ticket and the price of the new iDTGV Ticket, You must pay the price difference, in addition to the administrative costs.

*Example: Two Travellers have purchased two iDTGV return Tickets between Paris and Marseilles for a price of 79.80 Euros per iDTGV return Ticket. One of the two Travellers wants to exchange his iDTGV return Ticket between Paris and Marseilles for a return ticket between Paris and Avignon at 99.80 Euros. He will therefore have to pay 30 Euros in charges and 20 Euros for the difference in price.*

After the exchange, a confirmation will be sent to You automatically via email. You can then decide to print your new iDTGV Ticket on the iDTGV Website or access it from your Mobile, according to Article 4.5.2. of the General Terms of Sale.

iDTGV declines any responsibility in the event the Traveller does not receive this email or in the event of impossibility to visualise the E-ticket on the Mobile that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDTGV by the Traveller, incorrect settings for your email inbox, dysfunctional Mobile, etc.).

## 9. Reserving specific services for mobility-impaired people

### 9.1. Documents to be shown by the mobility-impaired Traveller benefiting from one of the specific services offered by iDTGV

Do not forget to bring an official form of identification (currently valid and with a photograph) and your disability card. If You are not able to show an official form of identification, the sanction that applies to You will be that which is mentioned in Article 6.2.1.A of the General Terms of Sale.

### 9.2. Ordering an iDTGV Ticket for the assistant of a mobility-impaired Traveller

You must place the Order for your iDTGV Ticket on the iDTGV Website, on the iDTGV Mobile Website or on a Seller Website by following the steps defined in Articles 4.2 and 4.3 of the General Terms of Sale.

Subject to availability, iDTGV will do all that is possible to provide You with the services defined in this article of the General Terms of Sale. We ask however that You place the Order no later than 48 business hours before the departure of the train that You want to take.

In addition, in the pull-down menu available to You when placing your Order, You must select the "*Mobility-impaired person*" option.

After You have placed your Order, You must, without delay and no later than 48 business hours before the departure of your train, go to the frequently asked questions (FAQ) page on the iDTGV Website or on the iDTGV Mobile Website and click on "Services for handicapped travellers". You will be taken to a form that You must fill in.

The iDTGV Ticket for your assistant is free if You have a disability card that mentions "third party", "needs assistance" or "needs blind assistance". iDTGV will then seat this assistant as close as possible to your seat (according the remaining seats available in the iDTGV Car).

iDTGV will provide You with confirmation of seating for your assistant via email. At that time, you can Create and Print the iDTGV Tickets from the iDTGV Website, by clicking on "print" and then by following the instructions that will be provided to You.

iDTGV declines any responsibility in the event the Traveller does not receive this email or in the event of impossibility to visualise the E-ticket on the Mobile that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDTGV by the Traveller, incorrect settings for your email inbox, dysfunctional Mobile etc.).

### 9.3. Reserving the dedicated "*wheelchair*" space

To reserve the dedicated "*wheelchair*" space, You must place the Order for your iDTGV Ticket on the iDTGV Website, on the iDTGV Mobile Website or on a Seller Website by following the steps defined in Articles 4.2 and 4.3 of the General Terms of Sale.

Subject to availability, iDTGV will do all that is possible to provide You with the services defined in this article of the General Terms of Sale. We ask however that You reserve no later than 48 business hours before the departure of the train that You want to take.

In addition, in the pull-down menu available to You when placing your Order, You must select the "*Mobility-impaired person*" option.

After You have placed your Order, You must, without delay and no later than 48 business hours before the departure of your train, go to the frequently asked questions (FAQ) page on the iDTGV Mobile Website and click on "Services for handicapped travellers". You will be taken to a form that You must fill in.

Our Customer Service on the Internet will reserve a seat for You in the area reserved for the wheelchair, located in first class with no increase in the price. If You must travel with an assistant, You must also follow the instructions in Article 9.2 of the General Terms of Sale.

iDTGV will provide You with confirmation of the seat of your assistant by email when these measures have been taken. At that time, you can Create his iDTGV Ticket on the iDTGV Mobile Website and/or Print the iDTGV Tickets from the iDTGV Website, by clicking on "print" and then by following the instructions that will be provided to You.

iDTGV declines any responsibility in the event the Traveller does not receive this email or in the event of impossibility to visualise the E-ticket on the Mobile that would not caused a failure to fulfil its obligations (case of *force majeure*, error in the email address provided to iDTGV by the Traveller, incorrect settings for your email inbox, dysfunctional Mobile etc.).

### 9.4. You would like to take advantage of the station access service

To access this service, there are two solutions:

- at least 30 minutes before the departure of your train, go to the "disabled welcome" counter at the station (a list of "disabled welcome" counters for the stations served by the iDTGV Cars is available on the [www.gares-en-mouvement.com](http://www.gares-en-mouvement.com) URL address);
- contact the Access Plus service, such as defined hereinbelow, at least 2 days before your date of departure.

**Access Plus is a free welcoming and accompaniment service from the entrance at the departure station right to the exit of the arrival station. This service is intended:**

- for Travellers that have a disability card of 80% or more;
- for Travellers with an obvious handicap, i.e. arriving at the station with their own wheelchair;
- for Travellers that have a war pensioner/discharged card.

**You can reserve the Access Plus service as early as 90 days and no later than 2 days before your date of departure:**

- by telephone, via normal dialling: 0 890 640 650 then dial 1 (0.11€ inc. tax/min from a land line);
- by telephone, via short code dialling: 36 35 then say Access Plus (0.11€ inc. tax/min from a land line);
- by fax: 0 825 825 957 (0.15€ inc. tax/call);
- via email: [acesplus@sncf.fr](mailto:acesplus@sncf.fr);
- via internet, from the [www.voyages-sncf.com](http://www.voyages-sncf.com) and [www.acesplus.sncf.com](http://www.acesplus.sncf.com) URL addresses.

The service centres that can be reached by telephone are open 7 days a week from 7 a.m. to 10 p.m.

#### **9.5. You are travelling with a "guide dog" or a "service dog"**

Any disabled Traveller with a disability card that mentions a disability rate of 80% or more can travel with a "guide dog" or a "service dog". This dog travels free of charge, without a Pet Supplement, and furthermore is exempt from having to wear a muzzle.

Remember to be on the platform 20 minutes before the departure time of your train in order to facilitate access to your seat.

In addition, if You cannot show your disability card, an adjustment of 45 Euros mentioned in Article 12.2 of the General Terms of Sale will apply to You.

## **10. Groups**

Placing an Order for groups for iDTGV Travel is possible up to 12 Travellers. This Order is placed as such in accordance with Article 4 of the General Terms of Sale.

## **11. Baggage**

### **11.1. Baggage limits per Traveller**

The baggage that You bring on board iDTGV Cars are to be monitored by you and are your responsibility throughout the entire Travel. Risks concerning loss, damage and theft of baggage are at your expense.

Your baggage cannot exceed:

- two pieces of hand baggage per Traveller; or
- one piece of hand baggage and one object per Traveller (a folding baby stroller, a wheelchair, a bicycle if the wheels have been removed and are stored together in a special cover that does not exceed 1.20m x 0.90m, a wakeboard stored in a cover that does not exceed 1.20m x 0.90m, a pair of skis, a monoski or a snowboard, a sac containing a pet "of small size"); or
- one piece of hand baggage per Traveller and a piece of baggage that does not exceed 0.50m x 0.50m x 0.50m; or

- one piece of hand baggage per Traveller and a musical instrument stored in a container that does not exceed 0.50m x 0.50m x 0.50m.

Beyond these limits, You cannot board the train without parting with your excess baggage. As a commercial gesture and if the configuration of the iDTGV Car allows, the Supervisor may allow you to board the iDTGV Car with one or more of your pieces of excess luggage.

### **11.2. *Baggage Supplement Purchase***

If You wish to travel with more than two pieces of baggage, You must purchase a Baggage supplement at a cost of 35 Euros per additional bag by:

- confirming on the iDTGV Website, on the iDTGV Mobile Website or on a Seller Website the purchase of a "Baggage Supplement" when placing your iDTGV Ticket Order;
- by going to the iDTGV Website or on the iDTGV Mobile Website and by confirming the purchase of a "Baggage Supplement" after placing your Order;
- by contacting the Exchange Centre no later than 5 hours before the departure of your train.

Each Traveller is limited to 2 Baggage Supplements per Travel.

In the event of an irregular situation, the amount for the adjustment will be 45 Euros per piece of baggage in an irregular situation.

### **11.3. *Baggage transportation***

Each piece of baggage placed in an iDTGV Car must be able to be identified as belonging to a Traveller; any unidentified objects is considered as suspicious and can be destroyed by the appropriate services. You must as such visibly place your first and last names on your baggage when You want to place it in the area located above and below the seat to which You have a right, as well as in the general areas provided for this purpose in the iDTGV Set of Cars. Labels are provided to Travellers in the SNCF stations.

Baggage must not hinder the circulation of Travellers on board the iDTGV Set of Cars and human safety. The Supervisor alone is in charge of judging whether or not baggage on board is compliant with the General Terms of Sale. Travellers with unauthorised baggage will not be accepted on board if they cannot part with the baggage or if they do not purchase a Baggage Supplement.

The boarding area, which is often of limited size on the departure platform of the iDTGV Car, is reserved for Travellers with an iDTGV Ticket. As such, You cannot be accompanied by a third party up to the door of the train, especially to assist You in carrying your baggage.

However, a Traveller who has paid a Baggage Supplement can be assisted by a third party to carry a bulky piece of baggage up to the door of the train. This third party however will not be authorised to board the iDTGV Set of Cars.

## **12. *Pets***

### **12.1. *When a Pet Supplement needs to be purchased***

In order to be accepted on board iDTGV Cars, pets "of small size", i.e. weighing less than 6 kilos, must be carried in a suitable container that is closed (for which the dimensions cannot exceed 45cm x 30cm x 25cm). In this case, the "small size" pet will travel free of charge and You will not have to show a Pet Supplement.

"Large size" pets, i.e. with a weight exceeding 6 kilos, as well as "small size" pets that are not placed in a container with authorised dimensions, are accepted on board as long as they are muzzled, kept on a lead and the Traveller shows a Pet Supplement.

In all cases, the presence of a pet on board iDTGV Cars is subject to the absence of any opposition expressed by the other Travellers.

### **12.2. *Purchasing a Pet Supplement***

The Pet Supplement costs 35 Euros per pet that lies within its scope of application.

Pet Supplements are purchased by:

- confirming on the iDTGV Website, on the iDTGV Mobile Website or on a Seller Website the purchase of a "Pet Supplement" when placing your iDTGV Ticket Order;
- by going to the iDTGV Website or to the iDTGV Mobile Website and by confirming the purchase of a "Pet Supplement" after placing your Order;

- by contacting the Exchange Centre no later than 5 hours before the departure of your train.

No more than 2 pets per Traveller during Travel will be accepted.

In the event of an irregular situation, the amount for the adjustment will be 45 Euros per pet in an irregular situation.

### 12.3. *Choosing the ambience*

iDTGV accepts pets "of large size" on board, only in the iDzap area. The iDzen area is furthermore strongly discouraged for Travellers travelling with their pet "of small size", and this in order to maintain tranquillity for all Travellers.

If You nevertheless are in the iDzen area and You are travelling with a pet, the Supervisor may suggest alternate seating in the iDzap area.

In any case, ensure that the presence of your pet does not bother the other Travellers. If the said presence were to bother another Traveller, the Supervisor will have the possibility of reseating You in the iDTGV Set of Cars.

A Traveller with a pet and who does not comply with the General Terms of Sale will be denied access if the animal cannot be left behind or a Pet Supplement is not purchased.

In accordance with Article 9.5. of the General Terms of Sale, "guide dogs" as well as "service dogs" travel free of charge in the iDTGV Set of Cars.

## 13. **Liability**

### 13.1. *Rail transportation service provided by SNCF*

iDTGV cannot be held liable for the rail transportation service provided by SNCF. SNCF is liable for damage of any type caused to Travellers, due to the operation of rail transportation services.

SNCF, having the quality of transporter, is liable in particular for:

- bodily, material and moral damage undergone by the Travellers, according to the conditions of common law that apply to contracts concerning the transportation of Travellers;
- in the event where it would assume handling and/or moving operations concerning baggage (for example, between two modes of transportation in the event travel is interrupted), losses, damage and theft that occurred during these operations, in the same conditions as those provided for in the travellers rates for checked baggage (these conditions can be consulted using the [www.voyages-sncf.com](http://www.voyages-sncf.com) URL address).

However, risks concerning loss, damage and theft of baggage that you carry with You are at your expense.

### 13.2. *iDTGV Tickets, Additional Services and Supplements*

iDTGV cannot be held liable for the partial or entire non-execution of your Order, in event of *force majeure*, partial or full disturbance or strike concerning the means of transportation and/or communication.

In the event an iDTGV Ticket is cancelled for reasons other than one of the aforementioned causes, the liability of iDTGV cannot exceed, except where legal measures provide otherwise, the amount paid at the time this iDTGV Ticket was purchased. The same shall apply in the event of a purchase of an Additional Service (liability is limited to the amount paid at the time this service was purchased) or of a Supplement (liability is limited to the amount paid at the time this supplement was purchased).

Except where legal measures provide otherwise, You acknowledge that the liability of iDTGV concerning the establishment of damage caused by an Additional Service cannot in any case exceed the amount paid by the Traveller for the purchase of said service.

iDTGV does not guarantee that the iDTGV Website, the iDTGV Mobile Website, Seller Websites and Distributor Websites are free from anomalies and errors. If anomalies or errors were to occur, iDTGV does not guarantee that the latter will be able to be corrected, nor does it guarantee that the iDTGV Website, the iDTGV Mobile Website, Seller Websites and Distributor Websites, will operate without interruption or failure.

By Ordering any products and services offered by iDTGV, You declare that You are aware of and that You accept the characteristics and the limits of the internet, and in particular its technical performance, the response time to consult, interrogate or transfer data and the risks linked to the security of the communications, the connection and the transmission of data over the internet, especially when payment transactions are performed.

Consequently, iDTGV shall under no circumstances be held liable for any damage, whether direct or indirect, in particular:

- for the failure of any receiving equipment or communication lines;
- for problems concerning the carriage, downloading and/or loss of any email and, more generally, for problems causing the loss of any data;
- for problems when downloading the iDTGV Application and of the E-ticket resulting from a malfunction of the Internet connexion;
- for the malfunction of any software;
- for the consequences of any virus, anomaly, technical defect;
- for any other malfunction of the Internet network as well as any technical, equipment and software failure of any nature, that has prevented the proper placing of the Order.

iDTGV cannot accept any claim and no refund concerning any non-execution or poor execution of the service that is provided to You if the latter is attributable to You, or results, due to a party outside of the service, from a contingency that is independent of its will or in the event of *force majeure*.

Except where legal measures provide otherwise, iDTGV cannot be held liable for the fault of a partner.

## 14. Intellectual property

iDTGV and its partners own all of the intellectual property rights concerning the iDTGV Website, the iDTGV Mobile Website and the Seller Websites.

Accessing the iDTGV Website, the iDTGV Mobile Website and the Seller Websites does not confer any intellectual property rights to You concerning these websites which remain the sole property of iDTGV and its partners.

The items that can be accessed on the iDTGV Website, on the iDTGV Mobile Website and on the Seller Websites, especially in the form of texts, photographs, images, icons, maps, sounds, videos, software, databases and data are also protected by intellectual and industrial property right laws and other private rights that iDTGV and its partners hold

Unless otherwise explicitly mentioned in the General Terms of Sale, You cannot, under any circumstances, reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, via any means whatsoever, or operate in any manner whatsoever, all or a portion of the iDTGV Website, of the iDTGV Mobile Website or of a Seller Website without prior authorisation in writing from iDTGV. You are hereby informed that this enjoyment is in particular, but not exclusively, aimed at practices such as scrapping or the use of robots for the purposes of extracting or reproducing any item of the iDTGV Website, of the iDTGV Mobile Website or of a Seller Website.

Any operation that is not authorised in advance by iDTGV, for any terms whatsoever, of all or a portion of the iDTGV Website, of the iDTGV Mobile Website or of a Seller Website can be subject to any suitable proceedings, especially proceedings for counterfeiting.

Solely the usage of a non-substantial portion of the iDTGV Website, of the iDTGV Mobile Website or of a Seller Website is authorised for purposes that are strictly private and non-commercial.

The insertion of hypertext links to any portion of the iDTGV Website, of the iDTGV Mobile Website or of a Seller Website is prohibited without prior authorisation in writing from iDTGV.

## 15. Personal data protection

In accordance with Law no. 78-017 of 6 January 1978 concerning computers, files and liberties, You are hereby informed that the personal data concerning You will undergo processing.

This data is intended for the commercial and administrative departments of iDTGV, to the upline management of the personnel working in these departments, to departments that are internal and external to iDTGV in charge of auditing it as well as to outside companies that can be bound contractually to iDTGV for the execution of its contract with the traveller. iDTGV is also responsible for processing this data of a personal nature.

Within the framework of this processing, some of the aforementioned data may be transferred to a subcontractor of iDTGV located in Switzerland and the United States. These transfers shall be carried out in compliance with the Law concerning computers, files and liberties where the subcontractor in the United States adheres to the international principles in the scope of security concerning the protection of private life (*Safe Harbor Principles*) and where Switzerland is recognised as a State that guarantees adequate protection of data of a personal nature by the European Commission.

The information that is requested of You is required as it is necessary in order to process your Order. No Order can therefore be placed without supplying this data. Within the framework of exchanging iDTGV Tickets via the Exchange Centre, and in order to

manage accessibility to this service, the information regarding your calls will also be retained, especially the dates, times and call number.

You have a right to access, correct, modify, update, communicate and delete data of a personal nature that concerns You. You further have the right to oppose, for legitimate reasons, that this data be processed. These rights can be exercised directly with iDTGV, either by sending a letter to iDTGV, 2 Place de la Defense, 92053 La Defense Cedex, France, or by sending an email to [donnees.personnelles@idtgv.com](mailto:donnees.personnelles@idtgv.com).

Unless You are opposed, materialised by a letter or email, iDTGV reserves the right to use this information for commercial prospecting concerning iDTGV offers. This communication may take the form of emails and postal letters.

Excluding its subcontractors and recipients of data of a personal nature mentioned hereinabove, iDTGV agrees to not divulge, in any form whatsoever, the information of a personal nature in its possession. However, your attention is drawn to the fact that in certain circumstances, iDTGV may be required, in terms of legal or tax proceedings, to provide the public authorities with data of a personal nature that is in its possession, and as such cannot be held liable for this.

Finally, the data of a personal nature contained in your Travel Dossier shall be retained by iDTGV for a maximum period of 6 months starting from the date of travel. In the event the Traveller creates a Customer Account, this data will be retained by iDTGV for as long as the Traveller's Customer Account remains active. If the Traveller's Customer Account is inactive for a period of 12 consecutive months, the aforementioned data will then be deleted by iDTGV. Furthermore, if the Traveller requests that his Customer Account be closed, the data of a personal nature concerning him shall be destroyed by iDTGV as soon as said request is received.

## **16. Customer service and claims**

Any request for information, details and any claims pertaining to payment, exchanges or to the transportation itself, must be sent via the "Contact us" section on the iDTGV Website.

However, You can also send your letters to "Service client iDTGV", 2 Place de la Defense, 92053 La Defense Cedex, France.

No claims will be processed by telephone.

Claims of a commercial nature or pertaining to the quality of the services provided by iDTGV must be sent to iDTGV without delay and no later than 6 months after the date of Travel of the Traveller. Claims that reach iDTGV after this period will be time-barred and therefore will no longer be taken into consideration by iDTGV.

Any request pertaining to technical difficulty in using a Seller Website or a Distributor Website is sent to the travel agency that is responsible for this website.

For any request pertaining to follow-up with your Order (Travel Dossier lost or not received, problems when printing the Print-at-home Ticket, etc.), You must contact iDTGV using the "Contact us" section on the iDTGV website if your departure is not within the next 3 business days and by telephone, on 0.980.982.982, otherwise (no toll charge, the telephone centre is open every day from 9 a.m. to 6 p.m.).

## **17. Applicable law**

The General Terms of Sale are governed by French law.

Any dispute concerning the interpretation and/or execution of these General Terms of Sale fall under the jurisdiction of French courts.