

General conditions for the sale of international tickets via this website

1. Operation of the website

This website is operated by Société Nationale des Chemins de Fer Luxembourgeois (referred to below as "the CFL"), a company created by a Luxembourg Law of 28 March 1997, with registered office located at 9, Place de la Gare, L-1616 Luxembourg, registered in the Luxembourg Trade and Companies Register under number B 59,025, in close cooperation with the Société Nationale des Chemins de fer Belges (referred to below as "the SNCB"), a public limited liability company, with registered office located at 56 rue de France, B-1060 Saint-Gilles, registered in the Brussels Register of Legal Persons under enterprise number 0203.430.576.

2. Ownership and management of the website

This website is owned by the SNCB. The SNCB manages this site itself.

3. Legal capacity

By purchasing international tickets via this website, the customer declares that he or she is at least 18 years of age and is legally entitled to purchase online services through this website.

The customer agrees to take responsibility for all the financial transactions relating to the use of this website, including transactions which, for example, have been carried out on his or her account by minors sharing his or her place of residence.

4. Applicable conditions

By purchasing tickets through this website, the customer concludes a contract with the CFL. This contract is governed by:

- Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations;
- Grand Ducal Regulation derogating for certain rail transport services from Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations and designating the competent authority responsible for the application of this Regulation;
 - the provisions of the Uniform rules concerning the Contract for International Carriage of Passengers by Rail (CIV);
 - the General Conditions of Carriage for the Carriage of Passengers by Rail (GCC-CIV/PRR);
 - the conditions specifically relating to the travel arrangements chosen by the customer

when making his or her purchase. These conditions appear automatically, together with the ticket price;

- these general conditions for the sale of international tickets via this website.

5. Prices

The prices include VAT.

6. Refusal of the order

The CFL reserve the right, without being obliged to inform the customer in advance, to refuse or suspend an order, or to subject it to additional conditions, if the information supplied on placing the order proves to be incomplete or incorrect or where the CFL suspect failure to fulfil a contractual obligation or any form of fraud or deceit, for example where the identity of the customer or passenger is in doubt or possibly incorrect, in the case of order of an unusual number of products from the CFL or in the case of (previous) payment problems with the customer or passenger.

7. Ticket issue

On purchasing a ticket, this ticket is sent in pdf format to the customer via the browser and via his or her electronic mailbox.

8. Transferability, refund

Tickets purchased remotely via this website are made out in the passenger's name and therefore are non-transferable. They are not eligible for refund or exchange.

9. Obligations of the customer in case of problems

If the customer has not received the purchase confirmation e-mail within an hour following the order or if the ticket received contains an anomaly, the customer is obliged either to notify the CFL call centre to this effect (on weekdays: from 7:00 to 19:00, telephone number +352 2489 2489) or to send an e-mail to the address hometicketing@cfl.lu, and to provide evidence of the anomaly found.

The liability of the CFL in all cases is limited to the issue of a new ticket under the same conditions. The CFL decline any liability in the case of malfunctioning of the means of telecommunication and/or in the event of error in the electronic message sending and receiving program used by the customer.

10. Right of withdrawal

In accordance with Articles L. 222-2(1) and L. 113-1(3)(k) of the Luxembourg Consumer Code, the customer cannot invoke the right of withdrawal provided for distance and off-premises contracts in Article L. 222-9(1) of the Luxembourg Consumer Code.

11. Alternative dispute resolution

Recourse is possible to the National service of the Mediator of consumption (*Service National du Médiateur de la Consommation*) to try to find an extrajudicial settlement to a dispute. This service is a neutral and independent body which makes available to consumers and traders a voluntary and confidential procedure designed to resolve consumer disputes, that is to say disputes deriving from a

sale contract or a service contract entered into between a consumer and a trader, on an amicable basis.

The Mediator of consumption may serve as an impartial intermediary in order to facilitate dialogue between the parties and assist them in jointly seeking an amicable solution. If the parties do not reach an amicable agreement, the Mediator of consumption can suggest a solution to them, which they are free to accept or reject.

To file an application with the National service of the Mediator of consumption, the customer can go to the following webpage:

<https://www.mediateurconsommation.lu/fr/content/introduire-une-demande>

The customer is also informed of the existence of a European online dispute resolution platform facilitating the independent, impartial, transparent, effective, fast and fair out-of-court resolution of disputes between consumers and traders online, existing by virtue of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes.

To submit an application through the platform, the customer must go to the following website:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=FR>

12. Disputes

Any dispute arising from the purchase of international tickets through this website, provided that it is admissible by law, will be governed by Luxembourg law.

In the event of failure of alternative dispute resolution, the Luxembourg courts have sole jurisdiction in this respect.

13. Protection of personal data

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the customer, by accepting the present conditions, takes note of the processing by the CFL and its processors of his or her personal data that he or she has transmitted and will transmit in the future to the CFL, with a view to concluding a contract and performing the reciprocal contractual obligations, as well as to prepare, draw up, administer and carry out the contract.

Furthermore, reference is made to the information notice on personal data protection of the CFL, which is available on the following website:

<https://www.cfl.lu/en-gb/legalinfos/detail/notice-protection-donnees-caractere-personnel#>

In the context of the sale of international tickets via this website, the personal data of a financial nature are not collected by the CFL. These data are collected by Ingenico Financial Solutions SA-NV, an electronic money institution which is under the supervision and control of the National Bank of Belgium, with its registered office at 1200 Brussels, Boulevard de la Woluwe 102 and registered under number 886.476.763 in the Brussels Register of Legal Persons.