

E-ticket & Mobiel ticket

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Note: This English version of the Terms and Conditions is the translation of the Dutch version. In any event the (wording of the) Dutch version prevails and is binding for all parties involved.

1. Applicable conditions

These conditions apply to E-tickets and Mobile tickets. The general conditions urban and regional public transport 2015 ("General Terms and Conditions") apply to water transport carried out by Waterbus. A copy of these General Terms and Conditions was filed with the District Court of The Hague under ref. no. 32/2015 on March 23, 2015. For these conditions go to www.waterbus.nl/tickets. By Waterbus we mean Aquabus BV, a private company with limited liability.

2. General

- 2.1 By 'Customer' we mean the person who has purchased an E-ticket or Mobile ticket for personal use and/or for third parties. Purchasing E-tickets or Mobile tickets in order to sell or resell them for commercial gain * is not permitted. * As a profession or as a business.
- 2.2 Aquabus BV retains the right at all times to modify these terms and conditions.

3. E-ticket

- 3.1 By 'E-ticket' we mean the ticket that is booked, paid for and printed by the Customer on the Aquabus b.v. website (www.waterbus.nl) and which functions as a travel pass in accordance with the General Terms and Conditions.
- 3.2 An E-ticket is a valid ticket in accordance with the General Terms and Conditions when the following conditions are met:
 - a. An E-ticket is a personal, non-transferable ticket. Upon ticket inspection the passenger must show a valid identity document that includes a photo of the holder such as a passport, identity card or driving licence.
 - b. Children travelling with a child ticket need not show an identity document with photo. Their name, date of birth and travel date are mentioned on the E-ticket.
 - c. An E-ticket is only valid for the number of passengers, the route and the travel date mentioned on the E-ticket.
 - d. An E-ticket is not a reservation for a seat on the Waterbus. Full is Full.

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- e. An E-ticket cannot be returned nor refunded.
- f. An E-ticket is not valid on the Driehoeksveer, which operates between Ridderkerk, Krimpen aan de Lek and Kinderdijk. Tickets for the Driehoeksveer can be purchased on board. Cash only. However, the Kinderdijk combination ticket is a valid ticket on the Driehoeksveer. Groups travelling together receive just one single group ticket.
- g. An E-ticket must be kept for the duration of the journey and shown when ticket control is conducted.
- h. E-tickets are only valid when they are printed in black and white or colour, on white a4 copier paper, in landscape format (horizontally), without adaption of the print size, on an inkjet or laser printer. The quality of the print must be adequate. E-tickets of insufficient quality and damaged, illegible or partly illegible E-tickets are considered invalid and consequently will not be accepted.

4. Data entry for E-tickets

- 4.1 The information that is registered upon purchasing an e-ticket is used for carrying out the transaction. By carrying out the transaction we mean: the purchase, the electronic transmission, checking the e-ticket and answering any customers' questions by the Waterbus customers service (via Arriva). The registered data may also be used for providing information about Waterbus, for monitoring e.g. researching the product for the purpose of improving the product and incidentally, for asking feedback from the customer who has purchased the e-ticket. With these actions Aquabus BV adheres to legal privacy policies.
- 4.2 Aquabus BV can neither be held responsible for mal functioning telecommunication equipment nor for any faults in programmes used by the customer for sending or receiving electronic messages.
- 4.3 Aquabus BV can neither be held responsible for any damage caused by third parties who may have read email addresses used by the customer nor for the malfunctioning of the customer's email account. Moreover, Aquabus BV cannot be held responsible if the customer's email account has not been cleared. The customer is to ensure that any information sent by Aquabus BV can only be read by the customer himself or by persons that have been given the customer's permission to read the information sent by Aquabus BV.
- 4.4 In the case of any technical failures which may result in transactions that cannot be executed properly, on time or cannot be executed at all Aquabus BV cannot be held responsible.

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5. Mobile ticket

- 5.1 In addition to articles 1, 2, 3 and 4 of these conditions, Aquabus BV offers a number of travel pass in the form of mobile tickets.
- 5.2 By 'Mobile ticket' we mean the electronic document that is booked and paid for by the customer on the Aquabus BV website (www.waterbus.nl), and is shown on the customer's mobile phone, smartphone or tablet from the mobile website and which is meant as a ticket in accordance with the General terms and conditions.
- 5.3 In addition to the General terms, the Mobile ticket is also a valid travel permit in accordance with the General terms when the following conditions are met:
- A Mobile ticket is a personal non-transferable ticket. Upon ticket inspection the passenger must show a valid identity document that includes a photo of the holder such as a passport, identity card or driving licence.
 - A Mobile ticket is valid for the number of passengers, the route and the travel date mentioned on the Mobile ticket.
 - A Mobile ticket cannot be returned nor refunded.
 - A Mobile ticket is not valid on the Driehoeksveer, which operates between Ridderkerk, Krimpen aan de Lek and Kinderdijk. Tickets for the Driehoeksveer can be purchased on board. Cash only. However, the Kinderdijk combination ticket is a valid ticket on the Driehoeksveer. Groups travelling together receive just one single group ticket.
 - A Mobile ticket must be kept for the duration of the journey and shown when ticket control is conducted.
 - Mobile tickets must be purchased before the journey takes place. Mobile tickets that are purchased at a later hour are considered not valid. Purchasing a Mobile ticket while the journey is taking place is not permitted.
 - Mobile tickets are only valid when they are clearly legible on mobile phones or smart phones. Therefore acceptable screen size and quality are compulsory. The customer must make sure the device functions properly and is sufficiently charged. Mobile tickets that are badly displayed, damaged or illegible will be refused and considered invalid.

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- 5.4 Aquabus BV retains the right to discontinue, to modify or postpone the selling of travel passes in the form of Mobile tickets at any moment and without statement of reason.
- 5.5 Aquabus cannot be held responsible for any fines or legal increase in fines due to travelling without a valid ticket.
- 5.6 In case of misuse or improper use Aquabus BV is entitled to declare the Mobile Tickets in question invalid.

NOTE: THIS ENGLISH VERSION OF THE TERMS AND CONDITIONS IS THE TRANSLATION OF THE DUTCH VERSION. IN ANY EVENT THE (WORDING OF THE) DUTCH VERSION PREVAILS AND IS BINDING FOR ALL PARTIES INVOLVED.

Dordrecht, februari 2020