



I. General conditions for business and booking

Status: 02/01/2018

1 Scope

The General Terms of Business and Special Booking Conditions apply to the use of the web portals and the booking of journeys by FlixBus.

2 Contractual Partner

The Contractual Partner for booking journeys (ticket seller) and the use of the web portal is FlixMobility GmbH, Birketweg 33, 80639 Munich, hereinafter referred to as FlixMobility.

3 Commercial Use of the Web portal

3.1 Price comparison sites may enter into a written contract with FlixMobility, which allows them to receive, process and publish FlixMobility's prices and timetables.

3.2 Non-private or commercial use of the FlixMobility web portal is not permitted. The use of automated systems to extract data from this website for commercial use ("screen scraping") is prohibited. FlixMobility reserves the right to take appropriate action against infringements.

4 Payments and Vouchers

4.1 Tickets can be purchased using different payment methods, depending on the booking site:

- On the Internet: PayPal, debit, credit card (Mastercard/Visa/Amex), SOFORT bank transfer, iDeal, Postfinance, Carte Bleue, DotPay. We reserve the right not to offer certain payment methods for any booking and to request other payment methods.
- On board the vehicle: Cash.
- At sales points/travel agencies: All of the payment methods offered by the agency, cash payments will always be accepted.
- By phone: credit card (Mastercard/Visa/Amex), as well as by direct debit for customers residing in Germany.

4.2 Special conditions of payment with RatePAY/credit card:

4.2.1 Additional general terms and conditions of RatePAY GmbH

In order to offer you an appealing payment method, we work in tandem with RatePAY GmbH, Franklinstraße 28-29, 10587 Berlin (hereinafter referred to as "RatePAY"). Should a valid and effective contract come about between you (the customer) and RatePAY via the use of a RatePAY payment method, we transfer our payment claim to RatePAY. In using RatePAY instalments, we transfer our payment claim to RatePAY's partner bank. If you opt for one of the RatePAY payment methods offered here, you hereby agree to the forwarding of your personal data and of your order to RatePAY for the purposes of identity and credit checks as well as to execute the contract. All details can be found in the Additional general terms and conditions and data protection notice for RatePAY payment methods,



which form part of these General Business Terms and Booking Conditions and always apply when you opt for RatePAY payment methods.

4.2.2.1 Payment by Credit card

4.2.2.2 If payment is made by credit card, the customer's account will be charged at the end of the booking. By paying by credit card, the customer instructs their credit institution at the time of the booking to inform FlixMobility or a third party authorized by it, in case of a chargeback, of the customer's name and complete address, so that FlixMobility can assert its claims against the customer.

4.2.2.3 Passengers are required to pay the banking charges incurred in the event of a chargeback associated with a credit card payment. Cancellation charges may also be incurred. Passengers shall be given the opportunity to prove that the chargeback incurred lesser or no costs. In the event of chargebacks, customers may be barred from making credit card payments on a temporary or long-term basis.

4.2.3 After unsuccessful collection efforts by FlixMobility, claims will be passed to an external service provider for further processing. FlixMobility may pass all the required personal data of the debtors to this external service provider for this purpose.

4.2.4 Offsetting; right of retention

4.2.4.1 Customers shall only be entitled to a right to offset in the event that their counter-claims have been legally established or are uncontested or acknowledged by us. Moreover, they shall only have a right of retention if and to the extent that their counter-claim is based on the same contractual relationship.

4.2.4.2 If customers are in default on any payment obligations, all existing claims from the same contractual relationship shall fall due with immediate effect.

4.2.5 Payment Fees

4.2.5.1 The total ticket price stated in the online shop includes any payment fees that are charged by third-party providers for the payment method chosen by you and which have to be paid by you, as well as statutory sales tax.

4.2.5.2 For customers who select a payment method subject to fees, a fee of 2.1%, plus sales tax (VAT) of the total shopping cart value will apply. In each country there is at least one free and common payment method available.

4.3 Redemption of vouchers:

4.3.1 A maximum of one voucher may be redeemed per booking. Vouchers may only be redeemed online or via our partner agencies.

Vouchers with a monetary value, known as "credit vouchers", can be redeemed for the entire shopping cart.



Discount vouchers with a percentage value or vouchers for a free journey can be redeemed for the ticket fare only. Additional services (e.g. service fees, extra charges for bicycles or baggage) cannot be paid for using these voucher types.

4.3.2 In the case of voucher campaigns carried out by FlixBus within the scope of marketing activities, the acquisition and use of vouchers are limited to three vouchers per person. If a person redeems more than three vouchers from the same voucher campaign, FlixBus may cancel all bookings exceeding the first three tickets. This regulation may be waived within the scope of special promotions.

4.3.3 Vouchers issued free of charge within the context of marketing activities or as a gesture of goodwill shall expire after the first booking process has been completed.

4.3.4 The commercial use and, in particular, the resale of vouchers, is not permitted, and will be penalized by FlixBus by means of the blocking of tickets and/or the assertion of damage claims.

4.3.5 The payout of any balance on a coupon shall be excluded.

4.3.6 In case of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of a gift voucher, FlixBus reserves the right to close the corresponding customer account and/or demand an alternative payment method and/or suspend the voucher. There is no entitlement to approval or redemption of the affected voucher.

4.3.7 In case of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of a gift voucher, FlixBus reserves the right to cancel any tickets purchased in full or in part via the redemption of such a voucher.

4.4 Redemption of InterflixBus Vouchers

4.4.1 A maximum of one voucher code may be redeemed per booking. The voucher codes are automatically activated within 48 hours and can only be redeemed online or in our partner agencies.

4.4.2 The vouchers are redeemable for three months.

4.4.3 It is only possible to book a direct connection, except an outward run and return trip. The place of departure does not have to be the same as the destination.

4.4.4 Vouchers are personalized and non-negotiable.

4.4.5 Bookings can only be changed through our customer services. Cancellation is excluded.

4.4.6 The commercial use and, in particular, the resale of voucher codes, is not permitted, and will be penalized by FlixBus by means of the blocking of tickets and/or the assertion of damage claims.

4.4.7 The payout of any balance on a coupon shall be excluded.

4.4.8 Each journey booked using a voucher is separated and detached from other journeys.



4.4.9 The passenger has the right to withdraw from the purchase agreement within 14 days. Notice of withdrawal must be given in writing.

4.5 Price Campaigns

4.5.1 The number of reduced tickets that can be purchased in accordance with price campaigns carried out by FlixBus GmbH as part of its marketing activities is limited to three tickets per person. A person can only purchase three tickets from the same price campaign, otherwise FlixBus GmbH may cancel all subsequent bookings. This regulation may be waived in the case of special promotions.

4.5.2 The commercial use and, in particular, the resale of tickets, is not permitted, and will be penalized by FlixBus GmbH by suspending the tickets and/or asserting damage claims.

4.5.3 In cases of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of tickets, FlixBus GmbH reserves the right to close the relevant customer account and/or demand an alternative payment method and/or cancel the tickets. FlixBus GmbH will not honor any claims to validate or redeem the relevant ticket.

4.5.4 In cases of fraud, attempted deception or suspicion of other illegal activities related to the purchase, redemption or transfer of tickets, FlixBus GmbH reserves the right to cancel any tickets purchased in full or in part.

4.5.5 Tickets purchased on offer, which are subject to change after the end of the offer, must be purchased at the full price applicable to the journey or on the date printed on the ticket.

5 Cancellation

5.1 A cancellation can be made either by booking a different ticket (cancellation and new booking) or by not using the ticket and getting a subsequent reimbursement for it in accordance with paragraph 5.7. Drivers cannot change or cancel bookings for you.

5.2 Cancellation followed by a new booking (e.g. route, departure time, date of travel) may only be carried out on FlixBus websites or by partner agencies and ticket outlets of FlixBus Companies up to 15 minutes before the scheduled departure time. A return trip is considered one booking.

5.3 In the event of a cancellation followed by a new booking, a cancellation voucher will be issued. This cancellation voucher is valid for 12 months and entitles the passenger to make a new booking within this period up to the value of the voucher. If the price of the new booking is more than the value of the voucher, the difference will need to be paid. If the price is lower, the difference will remain on the cancellation voucher and can be used for a different booking. These provisions may change in case of promotional offers that are valid for a limited time only. More detailed information can be found in the terms and conditions of the promotion on the web portal.

5.4 A [cancellation fee](#) will be applied for every cancellation due to rebooking per canceled trip and per passenger. The cancellation voucher is issued in the amount of the ticket price minus the cost of the cancellation process. In the event of a change in passenger name, the difference must be paid if the fare has increased in the meantime. The phone number can be changed free of charge.

5.5 If a refund voucher is used for a booking, the same cancellation terms and conditions also apply to the new journey.

5.6 If a ticket for which the FlixCompanies are carriers is not used for the journey, the fare will be refunded upon presentation of the ticket less a handling fee of €15 per journey and passenger, unless the passenger can prove that a damage or damages for a lesser amount were incurred. The burden of proof for not using the ticket is on the passenger. A ticket is generated for each person and each journey. Connections with transfers (interconnections) are treated as one journey. The request can be made informally. It is to be sent to FlixMobility or FlixBus DACH, postal addresses FlixMobility GmbH, Birketweg 33, 80635 Munich or FlixBus DACH GmbH, Karl-Liebknecht-Straße 33, 10178 Berlin. The processing fee will be reduced to an amount of €2 per passenger and journey, plus any bank transfer fees, if the carrier is FlixMobility GmbH or FlixBus DACH GmbH and if the request is made promptly at the latest within a week after the ticket expires.

5.7 None of the aforementioned processing charges, cancellation fees or any transfer fees apply if the reimbursement is requested for reasons which are the responsibility of FlixMobility GmbH or the FlixCompanies. The credit of the fare, minus any processing charge or any transfer fee, will only be paid exclusively to the account specified by the customer when placing the order, or to their credit card account if they paid by credit card.

6 Place of Jurisdiction

The place of jurisdiction for registered traders, legal and natural persons who have no general place of jurisdiction in Germany, as well as for natural persons who have relocated or resettled abroad after concluding a contract of carriage, whose domicile or habitual residence at the time the complaint is not known, is Munich.

7 Invalidity of individual provisions

If individual provisions within these General Business Terms and Conditions of Carriage should be or become entirely or partially ineffective or void, this shall, in principle, not compromise the efficacy of the contract of carriage as a whole.

II Derogation in the case of specific Countries

1. Sweden

- **re 4.1:** In Sweden, only card payments are accepted on the vehicles (MasterCard, Visa, American Express, Maestro, Visa Electron, Pay V, JCB, Diners Club, China Union Pay). In addition, in Sweden the ticket can be purchased from the bus driver using mobile, NFC based payment systems. (for example: Swish, Mobile Pay, Apple Pay, Android Pay).

2. Poland

- **re 4.2.4.1 and 4.2.4.2:** These provisions do not apply to connections operated by FlixBus Polska sp. z o.o.
- **re 5.4:** A cancellation fee is not applicable to connections operated by FlixBus Polska sp. z o.o.
- **re 5.6:** The processing fee will not be charged for connections made by FlixBus Polska sp. z o.o.