

Effective from 21 June 2013

REGULATIONS ON ON-LINE TICKETING IN DOMESTIC AND INTERNATIONAL CARRIAGE BY “PKP INTERCITY” SPÓŁKA AKCYJNA

hereinafter referred to as *e-IC Regulations*

Chapter 1 General Provisions

§ 1. Scope of Application

1. *The e-IC Regulations* shall apply to:
 - 1) in domestic carriage – to the purchase of *on-line tickets for travel* in direct trains of PKP Intercity, for distances over 50km
 - 2) in international carriage – to the purchase of *IRT tickets* under normal/discount tariff, or special offers – only for journeys by “Berlin-Warszawa-Express” (BWE) or “Berlin-Gdynia-Express” (BGE) trains; using the e-IC system, and shall determine:
 - a) rules and terms for using the *e-IC system*;
 - b) rules for:
 - ordering *on-line ticket*,
 - concluding *contract of carriage*,
 - amending *contract of carriage*,
 - withdrawal from *contract of carriage*,
 - return of *on-line ticket* and modification of the route in the event of train delay, break in traffic or loss of connection
 - compensation for train delay,
 - return of payment for unused *on-line tickets*, and submitting and considering *requests*,
 - issuing VAT invoices,
 - c) rights and obligations of the parties (*Payer, Passenger* and *PKP Intercity*).
2. The following expressions used herein shall mean:
 - 1) **PKP Intercity** – „PKP Intercity” Spółka Akcyjna, based in Warsaw, ul. Żelazna 59A, registered with the Business Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Department of the National Court Register under no. KRS 0000296032, NIP 526-25-44-258;
 - 2) **e-IC system** – on-line ticket selling system – a system allowing to learn about the price of the ticket and conclude a *contract of carriage* via Internet for Payer or third party, hereinafter referred to as *Passenger*;
 - 3) **Payer** – person registered with the *e-IC system* who makes *on-line* payment;
 - 4) **on-line payment** – payment of the due amount by *Payer* using:
 - a) payer’s own pay card or pay card belonging to the company the contract of carriage is being concluded for (except anonymous corporate cards), or
 - b) online bank transfer,and if the payment operator requires additional acceptance of its rules and conditions for making payments, such acceptance should be given;
 - 5) **contract of carriage** – agreement concluded with *PKP Intercity* using the *e-IC system* for transportation of people by direct trains:
 - a) in domestic carriage:
 - ExpressIC (Express InterCity) - EIC, according to express train tariff, in sitting car;
 - Twoje Linie Kolejowe (TLK), according to fast train tariff:
 - in sitting cars,
 - in sleeper cars (WL) and couchette cars (Bc),
 - b) in international carriage: EuroCity (EC) – “Berlin-Warszawa-Express” (BWE) or „Berlin-Gdynia-Express” (BGE), in sitting cars, according to *IRT charges*;

- 6) **Passenger** – individual, for whom an *on-line ticket* has been bought, whose forename and surname have been specified on the ticket;
- 7) **IRT charge** – global charge containing charge for carriage and reservation of the seat;
- 8) **IRT ticket** – ticket with *IRT charge* in international carriage;
- 9) **on-line ticket** – personal document confirming the conclusion of contract of carriage for single ride:
- a) **In domestic carriage** – ticket for travel, in paper or electronic form (normal, discount fare: 33%, 37%, 50%, 51%, 78%, 95% including the EARLY BIRD offer or according to the special offer):
- with indication of free-of-charge seats in class 1 or 2 in EIC, TLK trains – valid only on the date, route, in train, car and seat specified on it, or with a note “*Seat not guaranteed*” valid only on the date, route, and in train specified on it (hereinafter referred to as ticket with indication of seats or ticket with a note “*Seat not guaranteed*”), or
 - with reservation of seat in class 1 management compartment in EIC train, containing, apart from charge for travel, also service charge for using that seat valid only on the date, route, in train, car and seat specified on it (hereinafter referred to as ticket with service charge), or
 - with reservation of sleeper in class 1 or 2 of WL car or couchette in class 2 of Bc car – paper only – valid only on the date, route, in train, car and seat specified on it (hereinafter referred to as ticket with sleeper/couchette reservation);
- b) **in international carriage** – *IRT ticket* – paper only – ticket “to” or round trip ticket “to and from”:
- normal – according to basic charges;
 - discount – youth fare;
 - according to special offer – “*Berlin-Warszawa/Gdynia–Special.*”, valid only on the date, route, in train, car and seat specified on it, without prejudice to § 5 clause 7, § 7;
- 10) **special offer** – containing special fare terms:
- b) in domestic carriage – an offer not covered by provisions of *PKP Intercity Fares (TP-IC)*;
- b) in international carriage – offer of „*Berlin-Warszawa/Gdynia – Special.*” type; tariff terms of the special offer are published on our *website*;
- 11) **request** – written application or instruction submitted directly in the reception points referred to in § 9 clause 5 point 2 regarding return of payment for partially or completely unused *on-line ticket*;
- 12) **ticket certification** – note changing the scope of rights specified in the ticket, or constituting a basis for payment return. For *on-line ticket* it is in the following form:
- a) paper:
- in train – the certification shall be issued from mobile terminal,
 - in boarding place – certification shall be made in the ticket, confirmed with date stamp or employee’s stamp with his/her signature, along with the time it was made; this shall be done only in the situation referred to in § 7 clause 1,
- b) electronic (applies only to tickets in domestic carriage):
- in the train – the certification shall be issued from a mobile terminal,
 - in the point of boarding- a “*certification of train delay*” shall be issued, confirmed with confirmed with date stamp or employee’s stamp with his/her signature, along with the time it was made only in the situation referred to in § 7 clause 1;
- 13) **return of the ticket** - release of *on-line ticket* using the instruction “Resignation” provided in the “List of paid tickets ” tab in the event of complete withdrawal from the *contract of carriage* referred to in §6;
- 14) **auto-return** – automatic return of payment paid for completely unused *on-line ticket*, with deduction of consideration in respective amount, i.e.:
- 1) **in domestic carriage, for ticket for travel:**
- a) with seat specified or a note “*Seat not guaranteed*”;
- **5%** consideration – if the resignation from ticket was made, at the latest, on the date before the date of departure specified in that ticket,
 - **10%** consideration – if the resignation from ticket was made on the date of departure, no later than 30 minutes before the time, specified in the ticket, of departure from the Passenger’s departure station,
 - **20%** consideration - if the resignation from ticket was made later than 30 minutes, but no later than 15 minutes before the time, specified in the ticket, of departure from the Passenger’s departure station.

- b) with service charge:
- **5%** consideration - if the resignation from ticket was made, at the latest, on the date before the date of departure specified in this ticket (the return shall be made from the payment being a sum of charge for travel and service charge),
 - **10%** consideration if the resignation from ticket was made on the date of departure, respectively:
 - no later than at 1 hour (the return shall be paid from the payments constituting a sum of charge for travel and service charge), or
 - later than at 1 hour but no later than at 30 minutes (the return shall be paid only from the payments constituting tariff charge for travel ; service charge shall not be subject to return),
 before the time, specified in the ticket, of departure from the Passenger's departure station,
 - **20%** consideration if the resignation from ticket was made later than 30 minutes, but no later than 15 minutes before the time, specified in the ticket, of departure from the Passenger's departure station (the return shall be paid only from the payments constituting tariff charge for travel; service charge for using one seat or whole compartment shall not be subject to return),

c) with reservation of sleeper or couchette:

- **5%** consideration - if the resignation from ticket was made, at the latest, on the date before the date of departure specified in this ticket (the return shall be made from the payment being a sum of charge for travel and charge for sleeper/couchette),
- **10%** consideration if the resignation from ticket was made on the date of departure, respectively:
 - no later than at 2 hours (the return shall be paid from the payments constituting a sum of charge for travel and charge for sleeper/couchette), or
 - later than at 2 hours but no later than at 30 minutes (the return shall be paid from the payments constituting tariff charge for travel; charge for sleeper/couchette shall not be subject to return)
 before the time, specified in the ticket, of departure from the Passenger's departure station,
- **20%** consideration if the resignation from ticket was made later than 30 minutes, but no later than 15 minutes before the time, specified in the ticket, of departure from the *Passenger's* departure station (the return shall be paid only from the payments constituting tariff charge for travel; charge for sleeper/couchette shall not be subject to return),

2) in international carriage:

- a) **20%** - for ticket issued according to normal or discount fare, returned on the day before the planned train departure at the latest,
- b) **50%** - for ticket sold according to normal or discount fare, returned no later than at one hour before the planned train departure from the Passenger's boarding station;

15) **voucher** – document of defined monetary value, issued by *PKP Intercity* as a compensation for at least 60-minutes delay of EIC trains;

16) **type of account** – individual or corporate account established in *the e-IC system* upon registration, as a result of filling in respective fields in the registration form,

17) **compartment category:**

a) in sleeper cars (WL):

- one-person compartment (Single- S), or
- two-persons compartment (Double – D), or
- three-persons compartment (Touriste T3);

b) in couchette cars (Bc):

- four-persons compartment (Bc-4) with bedclothes,
- six-persons compartment (Bc-6) with bedclothes,
- six-persons compartment (Bc-6) for persons up to 26 years old or over 60 years, with bedclothes,
- six-persons compartment (Bc-6) without bedclothes – *Cheap Couchette*;

18) **website** – www.intercity.pl;

3. Tariff provisions related to domestic carriage, and fares applied by PKP Intercity are respectively specified in:

- 1) *Carriage Tariff of PKP Intercity (TP-IC)*,
- 2) *PKP Intercity carriage service price list, hereinafter referred to as the Services price list*,
- 3) *tariff terms of special offers*,
published on the website.
4. Tariff provisions regarding international carriage, and charges applicable in BWE and BGE trains – are defined in Tariff terms and rules of selling carriage documents for “*BERLIN-WARSZAWA/GDYNIA-EXPRESS*” trains published on the *website*.

Chapter 2

Rules and conditions for using the e-IC system

§ 2. Rules and conditions for using the e-IC system

1. The *e-IC system* allows:
 - 1) non-registered user – to learn about the price of *on-line ticket* only for domestic carriage,
 - 2) registered user - to learn about the price or to buy *on-line ticket* both for domestic and international carriage.
2. When the account is established in the *e-IC system*, user:
 - 1) enters the following data into the registration form:
 - a) login and password,
 - b) forename, surname and e-mail address
 - 2) may give his data to issue an invoice to not complement them each time. If the user is an individual not having "company", in the box for you to enter a VAT number, enter "-" ("negative"),
 - 3) may give permission to receive invoices electronically,
 - 4) accept the *e-IC Regulations*;
3. User who wishes to buy an *online ticket*, should:
 - 1) establish user's account
 - 2) each time log in to the e-IC system by entering login and password, without prejudice to clause 5 below.
In the event the *e-IC Regulations* are amended, user is obliged each time to accept the Regulations, which is also a statement of will and creates legal obligations between user and PKP Intercity.
4. Purchase of *on-line tickets* through the *e-IC system* shall be made on the condition that user has:
 - 1) computer equipment with:
 - a) Internet access,
 - b) browser installed in the operating system - Internet Explorer 8 (or newer) or Mozilla 17 (or newer), or any compatible browser,
 - c) JavaScript control switched on the browser, and
 - 2) for *on-line ticket*:
 - a) in paper form - operational printer connected to the system, printing in A4 format in vertical orientation and resolution of minimum 300 dpi,
 - b) electronic form – besides the requirements referred to in point 1 above – user shall have mobile device with PDF 1.4 files control, equipped with a screen that allows displaying pictures of size at least 25mm x 25mm.
5. *e-IC* user manual is available on the website under “My e-IC” tab.
6. Should User not accept the *e-IC Regulations* or not meet the conditions specified in clause 5 above, the purchase of *on-line tickets* through the *e-IC system* shall not be possible.
7. The system allows User to perform up to 5 transactions, not finalized with payment, for any particular train and any particular date of departure.

Chapter 3

Commercial terms

§ 3. Ordering of *on-line ticket*

1. By using the search engine on the website, each day between 1.00 – 23.30, you can place an order:
 - 1) for domestic carriage:

- a) ticket with seat specified or ticket with a note “*Seat not guaranteed*” (in case of lack of available seats)
 - b) ticket with service charge:
at the earliest 30 days, and at the latest at 15 minutes before the time of departure of the train from the Passenger’s station of departure;
 - c) ticket with reservation of sleeper/courette –at the earliest 30 days, and at the latest at 2 hours before the planned departure of the train from the initial station (start of the train route);
according to the prices applicable as of the date of purchase, without prejudice to clauses 2,3, and 4 point 1 above.;
- Tariff distance of the journey shall be determined due to the distance of the route according to the timetable applicable as of the date of *Passenger’s* journey. If, due to a temporary change in the railway timetable, actual journey in comparison with the contract of carriage concluded, will be carried out through:
- 1) longer route – Passenger shall not pay the difference in price,
 - 2) shorter route – Passenger shall be entitled to be paid possible difference in price, via complaint procedure, under terms set forth in § 9.
- 2) in international carriage:
 - a) *IRT ticket* (according to both normal and discount tariff) 60 days before the date of train departure at the earliest, and at 15 minutes before the planned time of departure of the train from the station of Passenger’s boarding at the latest;
 - b) ticket according the special offer “Berlin-Warszawa/Gdynia – Special.”, 60 days before the date of train departure at the earliest, and 3 days before the date of departure at the latest.
according to the prices applicable as of the date of purchase, without prejudice to clauses 3 and 4 point 2 above.
2. In the event of ordering of an *on-line ticket* in domestic carriage EARLY BIRD offer shall apply accordingly. Conditions. Fare terms of the offer are specified in TP_IC and *Fare Tables for one-ride tickets* according to the EARLY BIRD offer specified in the Price list of services.
 3. Time limits of pre-sale referred to in clause 1 above may be reduced:
 - 1) in exceptional cases (e.g. in the periods of change or correction of the timetable), or
 - 2) when terms of any particular *special offer* provide for other pre-sale time limit.
 4. When selecting number of persons, you may learn about the price of the ticket or place an order for:
 - 1) for domestic carriage:
 - a) ticket with seat indicated – maximum for six persons,
 - b) ticket with service charge – maximum for four persons,
 - c) ticket with reservation of:
 - sleeper– maximum for three persons, depending on compartment category,
 - courette – maximum for six persons ,depending on compartment category,
 - 2) in international carriage:
 - a) *IRT ticket* (according to both normal and discount tariff) – for maximum five persons,
 - b) according to special offer – ”Berlin-Warszawa/Gdynia–Special.”, - for maximum three persons.
 5. Getting to know the price of or ordering the ticket:
 - 1) for domestic carriage:
 - a) with seat indicated, consists in determining/choosing of, inter alia:
 - route (departure station and arrival station),
 - date and time of departure,
 - train,
 - instruction “Buy the ticket”
 - number of individuals who will use normal and/or discount tariff,
 - type of discount – in case of choosing one,
 - class and type of railway car,
 - location of seat,
 and filling in *Passenger’s* forename and surname, when user is not logged in or the *Passenger* is other person than *Payer* and pushing “Buy Ticket” button.

In the event no seats are available in chosen train, you may only purchase a ticket with the note “*Seat not guaranteed*”,

 - b) with service charge, consists in determining/choosing, inter alia:
 - route (departure station and arrival station),

- date and time of departure,
- train,
- number of individuals who will use normal and/or discount tariff,
- type of discount – when number of individuals entitled to discount was specified,
- class (seat in management compartment)
- location of the seat,

and filling in *Passenger's* forename and surname, when user is not logged in or the *Passenger* is other person than *Payer* and pushing “Buy Ticket” button.

c) with reservation of sleeper/courette, consists in determining/choosing, inter alia:

- route (departure station and arrival station),
- date and time of departure,
- train,
- type of seat (sleeper or courette),
- number of individuals who will use normal and/or discount tariff,
- type of discount – when number of individuals entitled to discount was specified,
- compartment category,
- type of compartment (men's or women's),
- location of the seat (top, middle, bottom),

and filling in *Passenger's* forename and surname, when user is not logged in or the *Passenger* is other person than *Payer* and pushing “Buy Ticket” button.

2) in *international carriage*:

a) under *normal or discount fare*, consists in determining/choosing, inter alia:

- route (departure station and arrival station),
- date and time of departure,
- train,
- type of ticket,
- number of individuals who will use normal and/or discount tariff,
- type of discount – when number of individuals entitled to discount was specified,
- type of car,
- class of car,

and filling in *Passenger's* forename and surname, when customer is not logged in or the *Passenger* is other person than *Payer* and pushing “Buy Ticket” button.

b) under special offer, consists in determining/choosing, inter alia:

- *route (departure station and arrival station)*,
- *date and time of departure*,
- train,
- type of ticket,
- ticking a special offer in the option “Special offer”,
- type of car,
- class of car,

and filling in *Passenger's* forename and surname, when customer is not logged in and/or the *Passenger* is other person than *Payer* and pushing “Buy Ticket” button.

c) for the “return” journey – ordering a return *IRT ticket* is possible on the condition that concurrently a „to” ticket is ordered, after determining/choosing the options referred to in points a and b above.

Once the above data are determined/chosen, information on ticket and price is displayed with an option to give the permission to issue a VAT invoice or receive invoices electronically. The ticket shall be ordered upon clicking the “Forward” button. You may resign from the ticket ordered by clicking the ‘Cancel’ button.

6. If ticket is issued for more than one person, name of only one of the persons to travel with that ticket should be entered.
7. In the event of purchase of tickets for domestic carriage, e.g. with various discounts, there is a possibility to buy another ticket(s) under the option “Reservation next to an already occupied seat”, then the system – depending on available seats – shall reserve another seats closest to those bought earlier.
8. In the event:
 - 1) forenames and/or surnames of more than one person have been entered into the ticket, or

2) when the person indicated as *Passenger* does not travel under that ticket, the ticket shall be deemed invalid, and the persons travelling under that ticket shall be deemed Passengers travelling without valid tickets.

§ 4. Conclusion of contract of carriage

1. Conclusion of *contract of carriage* shall be done by making an *on-line payment* for the ordered *on-line ticket*, once PKP Intercity receives a confirmation from bank that the payment was made.
2. *On-line payments* shall be done by using the button 'On-line payment with card or bank transfer (eCard)', or the button 'Przelewy24' and then by choosing the form of payment.
3. Electronic confirmation of the payment shall be required:
 - 1) for EIC and TLK trains in sitting cars – within 30 minutes from placing the order, but no later than at 15 minutes before the time of departure of the train, indicated in the order,
 - 2) for TLK trains, in cars with sleeper or couchette – within 30 minutes from placing the order, but no later than at 120 minutes before the time of departure of the train, indicated in the order.
4. The use of the button 'Payment later' results in the message about the time for the system to receive a confirmation of the payment made, so as not to lose the ticket ordered, and allows making payments maximum 30 minutes from placing the order, without prejudice to clause 3 above.

To make payment later, you need, after pressing the "Payment later" button, to find the ticket in the tab 'My tickets' – 'Waiting for payment' and use the buttons "eCard payment" or "Przelewy24".

In the event there is no confirmation of payment within the time limits referred to in clause 3 above, the order shall be automatically cancelled.
5. Conclusion of *contract of carriage* is certified with *on-line ticket* , issued by *PKP Intercity* via *e-IC system* in PDF format.
6. *On-line ticket* contains the following data:
 - 1) name of the carrier;
 - 2) date and time of departure and arrival;
 - 3) route (departure station and arrival station);
 - 4) Number of persons under normal fare and/or entitled to discount, with indication of amount and type of discount;
 - 5) category, train(s) number(s) and class of the car;
 - 6) tariff distance;
 - 7) *Passenger's* forename and surname;
 - 8) data to prove the payment has been made (inter alia, identifier, transaction number);
 - 9) ticket number and ticket control number;
 - 10) Aztec code;
 - 11) charge for travel;

moreover, it also may contain:

 - 12) seat type(s) and number(s);
 - 13) note "Seat not guaranteed";
 - 14) Name of offer, e.g. "SENSATIONAL"
 - 15) note "Earlier".

The above data shall be subject to verification and need to be compliant with data held by *PKP Intercity*.
7. *Payer* may once modify *Passenger's* forename and surname in the ticket, at 15 minutes before departure of the train from the *Passenger's* boarding station at the latest. To this end, you need find respective ticket in the tabs "My tickets" and then "Paid", select the instruction "Change data" and enter the correct *Passenger's* forename and surname.

§ 5. Amendment of the contract of carriage

1. Amendment of the *contract of carriage* concluded using the *e-IC system* may regard:
 - 1) for domestic carriage:
 - a) date of departure,
 - b) destination,
 - c) train category,
 - d) car class/category of seat,
 - e) Scope of *Passenger's* rights to discount,

- under the rules referred to in clause 2, without prejudice to clause 3;
- 2) for international carriage, before the journey began:
 - a) date of departure,
 - b) seat in a car of the same class,
 - c) change of car class for higher (from class 2 to class 1),under the rules referred to in clause 2, without prejudice to clause 7.
 2. In the event of amendment of the *contract of carriage* – before journey started – you need to withdraw from the *contract of carriage* and buy, without unnecessary delay but no later than within one hour from the withdrawal, new *on-line ticket* directly related to that original route of journey. The right to withdraw from the contract of carriage does not apply to tickets under the special offer „Berlin-Warszawa/Gdynia – Special.”.
Payer needs to find the ticket he intends to cancel in the tabs “My tickets” and then “Paid”, and then clear the field by clicking the buttons:
 - 1) “Resignation T” in the event of *on-line ticket* in domestic or international carriage in “to” direction,
 - 2) “Resignation P” or “Resignation T+P” in the event of *on-line ticket* in international carriage in “to and from” direction,This requires confirming system messages. You should file a request under the rules specified in § 9. The exchange may be effected only once, another exchange shall be deemed a return. In the event of replacement of *on-line ticket* with the use of the EARLY BIRD offer shall apply accordingly
 3. Once the journey began, amendment of the *contract of carriage* concluded for domestic carriage shall be possible:
 - 1) only in the train for which the *on-line ticket* was purchased, with regard to:
 - a) further journey beyond the destination indicated in the *on-line ticket*,
 - b) transfer to:
 - class 1 with a ticket for class 2, or
 - class 2 with a ticket for class 1;
 - c) transfer from a car:
 - sitting in TLK train to Bc car (also Bc car without bedclothes - “*Cheap couchette*”) or to WL car,
 - Bc car (also Bc car without bedclothes – “*Cheap couchette*”) do to WL car,
 - Bc car without bedclothes – “*Cheap couchette*” to Bc car with bedclothes,
 - d) alteration between seats in a car of the same type, from lower to higher category – e.g. from the Touriste category (T3) to Double or Single in a WL car, or from a 6-persons compartment (Bc-6) to a 4-persons compartment (Bc-4) in Bc car with bedclothes;
 - e) change of scope of right to discount;
 - 2) in other train – with regard to further journey by other PKP Intercity train beyond the destination indicated in the *on-line ticket*, on the condition that the Passenger obtains in the train, for which the *on-line ticket* was purchased, respective certificate forming a basis to pay a surcharge being the difference of appropriate charges. Change of destination may be connected with concurrent change of class of car/category of seat and/or category of train/extent of Passenger’s right to discount.
 4. Passenger who has not fulfilled the formalities related to the amendment of the contract of carriage, referred to in clause 2, he/her needs to meet the conductor in the train the *on-line ticket* was purchased for, before or immediately after boarding to the train. The obligation to report the intention to amend the contract of carriage shall not apply to:
 - 1) in EIC trains – all Passengers,
 - 2) in TLK trains – only the following persons:
 - a) disabled or reduced mobility passengers – on the condition of a disability certifying document produced to the conductor. This condition shall not apply to people with visible physical disability (permanent or temporary),
 - b) who are at least 70 years old, on the condition of producing a document certifying age, except for the journey beyond the destination station. Reporting about travelling beyond the destination station shall be compulsory for all passengers, in all train categories, and needs to be done no later than before the destination station the passenger wants to change, because the contract of carriage was already completed at the destination station, and then only a new contract may be concluded.
 5. In the event of amending the *contract of carriage* for domestic carriage, as a result of which *PKP Intercity* becomes entitled to:

- 1) lower payment – *Passenger* needs to receive a respective *certification*, constituting a basis for payment return. Return of difference in payment respectively to unused carriage service shall be effected upon *Payer's request*;
- 2) higher payment – *Passenger* needs to pay additional sum of payment if tariff provisions provide for that. Moreover, conductor shall charge a fee for issuing a ticket in the train. This fee shall not be charged from persons:
 - a) referred to in clause 4 point 2,
 - b) having the certification referred to in clause 3 point 2, given by conductor.
6. The rules for amending *contract of carriage* concluded according to a *special offer* are defined in tariff terms of that particular offer.
7. Passenger with an *IRT ticket* may, on the date indicated in this ticket, after purchasing respectively:
 - 1) ticket according to the “Bord Pass” tariff (at ticket window), or
 - 2) additional free ticket (in the train),
 travel by other BWE/BGE train than that indicated in the IRT ticket held by Passenger. On the reverse of IRT ticket, ticket clerk/conductor shall make the *certification* as follows:
 “*The ticket is valid with a Bord Pass charge/additional ticket no...*”.

§ 6. Withdrawal from the *contract of carriage*

1. The following persons may withdraw from the contract of carriage concluded using the e-IC system, without prejudice to clause 4 below:
 - 1) *Payer* – in the event of complete or partial failure to use the *on-line ticket*;
 - 2) *Passenger* who is not *Payer* – only in the event of partial failure to use the *on-line ticket*.
2. Partial failure to use an *on-line ticket* in domestic carriage is possible only with regard to:
 - 1) journey on a shorter route than that indicated in the ticket or surcharge added to it;
 - 2) journey of smaller number of people than that indicated in the ticket, provided that among the remaining participants of the journey there is also the Passenger whose name is indicated in that ticket,
 on the condition of respective certification by conductor in the train the ticket was purchased for, or in any other train – but only in the event referred to in § 5 clause 3 point 2.
 In that event *Payer* shall be entitled to payment return respectively to unused carriage service, upon *request* and under the rules set forth in § 9.
3. Partial withdrawal from the *contract of carriage* in international carriage is acceptable only in the event of “to/from” ticket, with regard to resignation from the “from” ticket, except for tickets under special offer “Berlin-Warszawa/Gdynia – Special.”, which are not subject to return. In such a case you need , no later than one hour before the planned departure of the train from *Passenger's* boarding station in the “to” direction, to find respective ticket in the tabs “My tickets” and then “Paid” to make resignation from return journey and release the seat by using the “Resignation P” button. After acceptance of system messages, further course of action is specified in clause 5, points a and b.
4. If the resignation is being made by *Passenger*, whose name is given in the *on-line ticket*, all ticket should be returned pursuant to the rules set forth in clause 5.
5. In the event of complete withdrawal from the *contract of carriage* (resignation from the journey – and return of the ticket) ,*Passenger* needs to
 - 1) in domestic carriage – no later than at 15 minutes,
 - 2) in international carriage – no later than at one hour, except for tickets under special offer “Berlin-Warszawa/Gdynia – Special.” which are not subject to return.
 before planned departure of the train from *Passenger's* boarding station indicated in the ticket, to find respective ticket in the tabs “My tickets” and then “Paid” to resign from return journey and release the seat by using the “Resignation T” button, without prejudice to clause 6. This requires acceptance of system messages, and in the event:
 - a) when no VAT invoice was issued – one may perform *auto-return* (then one needs to click the “return” button in the “returned ticket” tab and accept system messages) or submit a request pursuant to the rules determined in § 9,
 - b) when VAT invoice was issued electronically - "Invoice Correction" in the "Returned tickets" command should be used and invoice correction of the "Invoice" should be printed, signed and delivered to PKP Intercity,

- c) when VAT invoice was issued in paper form – on written request
 - d) within the period between payment made and resignation from the journey the bank account number was altered,
you should submit a *request* pursuant to the rules determined in § 9.
6. In the event of complete failure to use the *on-line ticket that Payer* could not resign from within the time limit and in the manner determined in clause 5 due to reasons completely beyond his/her control (e.g. hospitalization), you should submit a *request* for return of payment for unused ticket pursuant to the rules determined in § 9.

§ 7. Return of *on-line ticket* and alteration of route in the event of train delay, break in traffic or loss of connection

1. When there are reasonable reasons to expect that delay of arrival to destination station will exceed 60 minutes in comparison to the contract of carriage, *Passenger*, based on *certification* obtained, shall be entitled:
 - 1) to travel to the destination by train/on seat of lower category, on longer route, in a car of higher class,
or
 - 2) to continue or change the route of journey to the destination place on later date convenient for the passenger,
free of charge, or
 - 3) to obtain a return of the whole sum paid for the journey, i.e. for part or parts of that not executed journey or for part or parts already executed if continued journey is pointless, in the context of original travel plan, and to return journey to the place of departure in the nearest time available.
2. In the event of loss of connection contained in the timetable, passenger shall be entitled to return of payment for all the interrupted journey, and he/she may go back to the place of departure free of charge.
3. In the event referred to in:
 - 1) clause 1 points 1 and 2:
 - a) for journey in domestic carriage in EIC and TLK trains in sitting cars, ticket clerk shall give an additional free ticket with indication of the seat and “Certification on train delay” with a note as follows: “*Run of the train ... on, additional ticket no. ... has been issued*”,
 - b) for passenger with an IRT ticket in international carriage for journey by BWE or BGE train - ticket clerk shall give an additional free ticket with seat indicated (this ticket shall be issued only for journey from and to stations located in Poland) and places in the ticket a note as follows: “*Run of the train ... on, additional ticket no. ... has been issued*”; Passenger should be informed that in the event of travelling abroad from Poland, these documents shall be respected on the section of German railways,
 - 2) in clause 1, point 3 and clause 2 – in the event when passenger wishes to exercise the right to free-of-charge return to the place of departure,
 - a) for journey in domestic carriage in EIC and TLK trains in sitting cars, ticket clerk shall give an additional free ticket with indication of the seat and “Certification on train delay” with a note as follows: “*Run of the train ... on, additional ticket no. ... has been issued*”,
 - b) for passenger with an IRT ticket in international carriage for journey by BWE or BGE train - ticket clerk shall give an additional free ticket with seat indicated (this ticket shall be issued only for journey from and to stations located in Poland) and places in the ticket a note as follows: “*Run of the train ... on, additional ticket no. ... has been issued*”; Passenger should be informed that in the event of travelling abroad from Poland, these documents shall be respected on the section of German railways,

The *on-line ticket* with respective certification shall be subject to return, without deducting the consideration.
4. Return of payment for the documents referred to in clause 3 shall be effected upon request submitted by Payer, pursuant to the rules determined in § 9.

§ 8. Compensation in the event of delay of EIC train

1. Passenger may claim compensation due to delayed arrival of EIC train to the station indicated in the *on-line ticket*, if costs of his/her ticket were not reimbursed according to § 7

2. If the train delay was:
 - 1) 60 to 119 minutes, the compensation shall amount to 25%,
 - 2) 120 minutes or more, the compensation shall amount to 50%,
of the basis referred to in clause 3.
3. The basis for calculation of the compensation is the charge paid for the on-line ticket. If the ticket was issued for more than one person, the cost of travel constituting a basis of the compensation shall be calculated for each person separately.
4. The compensation shall be granted in the form of voucher. On Passenger's written request, the compensation shall be paid in cash.
5. *Passenger* may claim compensation due to delay of EC, EIC, Ex train with written *request* to be submitted within two months from the date of journey. To the *request* should be attached the printed ticket referred to in clause 3, with the "certification of train delay". To print that ticket you should select respective ticket in the tabs "My Tickets" and then "Paid" and click on its number in the "Ticket type" column".
6. The documents mentioned in clause 5 should be submitted at one of the points indicated on the website in the tab "Traveler's essentials" → "Rules and Tariffs" → "Rules on on-line sale of tickets (e-IC)" or send via mail to the addresses:
 - 1) for *on-line ticket* in domestic carriage:
 - a) „PKP Intercity” S.A. Zakład Centralny, ul. Chłopickiego 53, 04-275 Warsaw,
 - b) „PKP Intercity” S.A. Zakład Północny, ul. Osada Kolejowa 12, 81-220 Gdynia,
 - c) „PKP Intercity” S.A. Zakład Zachodni, Al. Niepodległości 8, 61-875 Poznań,
 - d) „PKP Intercity” S.A. Zakład Południowy, Rondo Mogiłskie 1, 31-516 Kraków,
 - e) „PKP Intercity” S.A. Biuro Sprzedaży, ul. Żelazna 5A, 00-848 Warsaw,
 - 2) for on-line ticket in international carriage – „PKP Intercity” S.A. Sales Office, ul. Żelazna 59A, 00-848 Warsaw,
7. *Requests* for compensation shall be resolved within one month from the date of delivery.
8. The voucher referred to in clause 4:
 - 1) shall be valid for one year from the date of its issue;
 - 2) may be used to purchase, in *PKP Intercity* ticket window, a ticket for journey by train run by *PKP Intercity*;
 - 3) is not subject to exchange for cash.
9. The compensation shall be granted in the cases when value of compensation calculated in Polish currency, according to the exchange rate used by *PKP Intercity* applicable as of the date of giving the voucher, is at least 4 EUR for one person.

§ 9. Return of payment for unused *on-line tickets* and submitting and considering the *requests*

1. *Request* for return of payment for unused *on-line tickets*, except for the payments returned automatically under the rules set forth in § 6 clause 5, may be submitted:
 - 1) in person in a reception point for making returns (see clause 5), or
 - 2) by post,
 - 3) via electronic mail to the address
 - a) **reklamacje@intercity.pl** – requests regarding domestic carriage,
 - b) **reklamacje_miedzynarodowe@intercity.pl** – requests regarding international carriage,
except for the situation referred to in clause 3, points 1-3,
 no later than before the end of one year from the date the carriage was carried out, and when the carriage was not carried out – from the date it was supposed to be carried out.
2. Date of receipt of the *request* by *PKP Intercity* or date of postmark shall be deemed the date of submission of the receipt.
3. The transaction number (indicated in the ticket) should be included in the request for return of payment:
 - 1) certification of partial withdrawal from the contract of carriage, given by conductor – in the event referred to in § 6, clause 2;
 - 2) number of the new *on-line ticket* – in the event when the time-limit for purchase of a new ticket, referred to in §5, clause 2, was not observed. In the event of ticket purchase in a ticket window – you should attach a photocopy of that ticket,
and attach:

- 3) certification of train delay - in the event referred to in § 7 clause 1 point 3 and clause 2;
- 4) photocopies of the documents to prove the claim – in the event referred to in § 6, clause 6.
- Moreover, the *request* should contain the number of the VAT invoice (if issued by *PKP Intercity*), and if bank account was changed (within the period between payment made and submission of the request – also number of the bank account the *on-line ticket* was paid from , and number of the new bank account where the return of payment is to be made to.
4. Return of payment for partially or wholly unused *on-line tickets* shall be effected without unnecessary delay but no later than within 30 days from the date of receipt of the request or date of submission to one of reception points indicated by *PKP Intercity*, referred to in clause 5.
5. Currently the following points are appointed for handling the returns:
- 1) **within full scope:**
- a) for tickets issued for domestic carriage:**
- „*PKP Intercity*” *Spółka Akcyjna*
 Domestic Settlements Office
 ul. Dworcowa 12
 30-556 Kraków
- on working days, office hours: 7:30 – 14:30
 phone (12) 393-29-31, 393-29-41, 393-27-29, 393-29-02
 e-mail address: reklamacje@intercity.pl
- b) for tickets issued for international carriage:**
- „*PKP Intercity*” *Spółka Akcyjna*
 International Settlements Office
 ul. Libelta 4
 85-080 Bydgoszcz
- on working days, office hours: 7:30 – 14:30
 tel. (52) 518 54 26
 e-mail address:
 reklamacje_miedzynarodowe@intercity.pl
- 2) **within limited scope** – only in the event mentioned in § 6, clause 5, point b, first indent – in the reception points indicated on the website in the tab “Traveler’s essentials”→“Rules and Tariffs”→“Rules on on-line sale of tickets (e-IC)” including to authorised officers at customers service centres:
- a) in Warsaw – Al. Jerozolimskie 54 (Central Train Station),
 b) in Poznan – ul. Dworcowa 1,
 c) in Szczecin – ul. Kolumba 1,
 d) in Gdansk – ul. Podwale Grodzkie 1,
 e) in Wroclaw – ul. Piłsudskiego 105a (Main Station),
 f) in Katowice – Pl. Szewczyka 1 (Main Station).
6. Returned payment shall be transferred to the account the payment was made from, and in the event of change of bank account - to the number of bank account indicated by *Payer*. For an *on-line ticket* for which VAT invoice was issued, the payment shall be returned without unnecessary delay once *PKP Intercity* receives the confirmed correcting invoice.
7. Some special offers may exclude the right to payment return for partial or complete withdrawal from the contract of carriage or base that offers on specific conditions, defined in tariff provisions of that particular offer.
8. From the payments being returned a consideration shall be deducted in respective amount , except for the situation:
- 1) when the failure to use the ticket was due to the reasons attributable to *PKP Intercity*;
 2) of replacement of the *on-line ticket* pursuant to the rules set forth in §5, clause 2.
9. When partially withdrawing from the contract of carriage, *Payer* shall be entitled to the return of payment respective to the unused service of carriage, i.e. in the amount equal to difference between the payment paid for the whole journey and the payment due per actual service , after deduction of the consideration.

§ 10. VAT invoicing

1. On-line ticket is not a VAT invoice.

2. If you tick, in the registration in the *e-IC system*, the field “*Please issue a VAT invoice*”, the VAT invoice shall be issued automatically by *PKP Intercity* no later than 7 days from the receipt of payment, pursuant to the data determined by *Payer* during registration in *e-IC system* or to the data determined during the ticket purchase.

Data necessary to issue a VAT invoice are automatically taken from the application form if filled in by User during registration in the *e-IC system*. User can change this data.

3. An invoice can be sent electronically to the Users account in *e-IC system* to the “Invoice” tab, if the field “I agree to receive invoices electronically” was ticked. To get the electronic invoice “Download an invoice” command should be used. If the consent to receive electronic invoice was not given, the invoice is sent to the user through the Polish Post at the expense of *PKP Intercity*.
4. If during ticket purchase the field “*Please issue VAT invoice*” was not ticked, up to 7 days from date of purchase of the ticket, the user is able to generate an invoice from his account. To do that User should use “Invoice” command in “Paid” tab.
5. If the 7 days period was exceeded *PKP Intercity* shall issue the VAT invoice on written *Payer’s* request - submitted within 3 months from performance of the service of carriage. Requests to issue VAT invoice for domestic and international carriage need to be submitted to the following address:

„PKP Intercity” Spółka Akcyjna
Zakład Centralny
Sekcja Przewozów Warszawa Centralna
Al. Jerozolimskie 54
00-024 Warsaw, POLAND

or

sent to the e-mail address: fakturye-ic@intercity.pl.

6. When user of a corporate account ceases to be authorised to purchase tickets for the company (e.g. he/she is no more an employee of that company), should stop using that account and immediately apply to *PKP Intercity* to remove it, according to § 11, clause 2. If *Payer* continues to wish to purchase tickets via the on-line system, he/she shall be obliged to establish a new account.

Chapter 4

Rights and obligations of the parties

§ 11. Rights and obligations of *Payer* and *Passenger*

1. *Payer* shall be entitled to:
 - 1) access his/her personal data and to update them;
 - 2) submit *requests*,
 - 3) close the account in the *e-IC system*,
 - 4) change *Passenger’s* data.
2. To close the account, *Payer* shall submit a written *request* for removal of the account. The request must contain forename, surname and login of the account owner and be sent to e-ic@intercity.pl from the e-mail address given during registration in the *e-IC system*.
3. The account shall be closed after receipt of the request referred to in clause 2:
 - 1) without unnecessary delay, when no purchase transaction was made, i.e. no contract of carriage was concluded;
 - 2) after 15 months from the date of last journey, when *Payer* concluded the *contract of carriage* via the account. Until the account is closed, it shall be blocked, which means no possibility to purchase a ticket from that account.
4. The account shall be closed automatically after 15 months:
 - 1) from the date of last journey, when *Payer* concluded the *contract of carriage* via the account and then stopped using the account,
 - 2) when the account was not used whatsoever, i.e. no *contract of carriage* was concluded;
5. *Payer* shall be obliged:
 - 1) to give, during registration in the *e-IC system*, authentic and current data of *Payer* and/or company;
 - 2) on the first logging in the *e-IC system*, as well as each time after amendment of the *Rules of e-IC*, to read its provisions, and confirm this fact by clicking the ACCEPT button, and when ticket is being purchased for *Passenger* who is not *Payer*.

- a) to give *Passenger's* forename and surname during order placing. Only one person may be *Passenger*, even if the ticket is being issued for journey for several persons.
 - b) to familiarize *Passenger* (who is not *Payer*) with provisions of the *Rules of e-IC*, and *special offer* if necessary,
 - 3) to use the *e-IC system* in compliance with rules of law and provisions of these *Rules of e-IC*;
 - 4) to print the *on-line ticket* legibly on A4 paper in vertical orientation, and pay expenses of the printout (for tickets in paper form) or make the *on-line ticket* available to *Passenger* in order to save it on a mobile electronic device (for tickets in electronic form). On-line ticket may be saved until departure of the train from the *Passenger's* boarding station. To this end you need to find respective ticket in the tabs 'My tickets' and then 'Paid', and use the button 'Save'. *Payer* shall be responsible for legibility of the printed ticket;
 - 5) not to transfer the rights resulting from conclusion of the contract, to third parties, except for the rights to dispose of the ticket by the *Passenger* whose data were placed in this ticket;
 - 6) in the event of *request* sent via regular mail – to bear any related costs (e.g. post stamps);
 - 7) in the event of return of payment for wholly or partially unused on-line ticket for which VAT invoice was issued – to confirm, with data and purchaser's signature, the receipt of correcting invoice, and when the invoice is sent via mail – to send it back to sender.
6. *Passenger* shall be obliged, towards persons checking carriage documents in the train:
- 1) to produce the valid, legibly printed *on-line ticket*, meeting the requirements defined in § 4 clause 6 – for ticket in paper form, or
 - 2) show the valid *on-line ticket*, meeting the requirements defined in § 4 clause 6, on the display of a mobile electronic device capable of displaying pictures of at least 25mm x 25 mm size, so as to the person checking the ticket can scan the Aztec code using a mobile terminal (it is necessary to set Aztec code on the display of the device to be completely visible and be at least of the 25 mm x 25 mm size) – for ticket in electronic form,
- and also:
- 3) to produce:
 - a) photo ID document, certifying identity of the passenger,
 - b) valid document certifying the right to discount – when discount is used.
7. Should the requirements specified in clause 6 above are not met, *Passenger* shall be deemed travelling without valid ticket for the journey.
8. By accepting the *e-IC Regulations*, *Payer* declares that:
- 1) any information provided by him/her when using the e-IC system – including forename and surname – are authentic and valid, and to his/her best knowledge,
 - 2) familiarized to *Passenger*, for whom he/her has bought the *on-line ticket*, of the *e-IC Regulations*, (and *special offer* if necessary);
 - 3) Is legally capable to enter into this agreement, pursuant to provisions of the Polish Civil Code.

§ 12. Rights and obligations of PKP Intercity

1. *PKP Intercity* shall be entitled to:
 - 1) Withdraw from *contract of carriage* concluded via *e-IC system*, in the event of violation of these *e-IC Regulations by Payer or Passenger*;
 - 2) Cancel the transaction and block/close the account, in the event of information that the payment is being made by a person not authorised to use the credit/debit card;
 - 3) block the account and/or claim compensation before court, in the event of abuse in the system, e.g. actions contrary to the purpose of the system or resulting in incorrect operation of the system, financial losses or loss of income.
2. Due to the *contract of carriage* concluded via e-IC system, *PKP Intercity* shall be obliged to:
 - 1) pay the costs of transactions made via *on-line payments*, i.e.:
 - a) for receiving the payments for *on-line tickets*
 - b) for returns of payments for unused *on-line tickets*;
 - 2) send to *Payer* – by post (at PKP Intercity's expense), a VAT invoice confirming the purchase of *on-line ticket*, and correcting invoice in the event of return of payment for unused *on-line ticket* to which the VAT invoice was issued;
 - 3) carry out the carriage according to the agreement concluded;
 - 4) consider the request submitted by *Payer*.

3. *PKP Intercity* processes personal data of users of the *e-IC system* under art. 23 clause 1 point 3 of the Act of 29 August 1997 *on personal data protection* (Journal of Laws of. 2002 r., No 101, Item 926 as amended), with the purpose of on-line ticket selling.

§ 13. Final provisions

In the matters not regulated herein, the following provisions shall apply:

- 1) for domestic carriage:
 - a) Act of 15 November 1984 – *Carriage law* (Journal of Laws 2012, Item 1173),
 - b) Regulation of the Minister of Transport and Construction of 24 February 2006 on establishing of condition of mailings and complaint procedure (Journal of Laws no. 38, Item 2663),
 - c) Regulations for carriage of people, objects and animals by PKP Intercity (RPO-IC),
 - d) Carriage Tariff of PKP Intercity (TP-IC);
- 2) in international carriage:
 - a) *Convention* concerning International Carriage by Rail (COTIF) of 1999,
 - b) General Conditions of. Carriage for Rail Passengers (GCC–CIV/PRR),
- 3) Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (PRR) within the scope applicable to particular carriages,
- 4) Act of 18 July 2002 on *rendering electronic services* (Journal of Laws 144, Item 1204, as amended).