

E-ticket Terms and conditions

Valid from 4 May 2023

1. Applicable conditions

1.1 The use of the E-ticket is governed by the following E-ticket Terms and Conditions.

1.2 Transport by train with NS Reizigers B.V. ("NS") is subject to the General Terms and Conditions for transport of Travellers and Hand Luggage of Nederlandse Spoorwegen (AVR- NS). If you travel with another carrier, the General terms and conditions urban and regional public transport apply. See www.ns.nl/en/terms-conditions.

1.3 Use of the NS App is subject to the NS App Terms of Use.

2. E-ticket

2.1 "E-ticket" means the document that is ordered and paid for on the NS website (www.ns.nl) or in the NS app and that may be used as a valid ticket as defined in the NS General Conditions (AVR-NS) if these E-ticket Conditions are met.

2.2. With the exception of the E-ticket referred to in Article 2.4, E-tickets may be used by loading the E-ticket in the NS App or printing it out on paper. Please also note the provisions of article 2.4 and article 3.1 when making your choice.

2.3. The E-ticket is a valid ticket as defined in the AVR-NS if the following conditions are met:

- The E-ticket is personal and non-transferable. In case of a ticket inspection, a valid ID must be presented: valid ID's are a passport, ID card or driving license.
- The obligation to present a valid ID does not apply to children travelling with a Railrunner ticket (valid up to the age of 11). However, the child's name and travel date must be stated on the E-ticket.
- The E-ticket is valid only for the selected route, the period and the class stated on the E-ticket.
- The E-ticket must be kept until the exit of the destination station.
- A printed E-ticket must be of sound printing quality. Poorly printed, damaged, illegible or only partially visible E-tickets are rejected and are considered invalid.
- An E-ticket that has been loaded in the NS App, is valid as a ticket only if it can be clearly and legibly displayed in NS App. That requires sufficient screen size and screen quality. You yourself must ensure that your device is sufficiently charged and is functioning adequately. E-tickets that are poorly displayed, are unreadable or have been edited are rejected and are considered invalid.
- The E-ticket must be purchased before the start of the journey. E-tickets purchased after the start of the journey are considered invalid.

2.4 From May 2023 onwards, E-tickets that are also valid on buses, trams or the metro are valid only when printed.

2.5 An E-ticket cannot be returned or refunded. The 14-day statutory right of withdrawal does not apply to E-tickets. The "money back in the event of delays" rule does apply to E-tickets.

3. General

3.1 Special offers may be printed on the E-ticket, e.g., for a drink or a snack. They are printed in the lower left section of the E-ticket. You may make use of those offers only if you have printed the E-ticket; they are not readable otherwise.

3.2 It is not permitted to:

- To (re)sell E-tickets or to purchase E-tickets with the aim of (re)selling them in the exercise of a profession or business or for the purpose of commercial and/or financial gain.
- Share or provide E-tickets and/or the barcodes included thereon to, for example via social media, persons other than the person whose name appears on the E-ticket. E-tickets may only be issued to the person whose name appears on the E-ticket.
- Facilitate that E-tickets and/or the barcodes included thereon are shared with or provided to persons other than the one whose name appears on the E-ticket, for example by creating and/or maintaining an account on social media.

3.3 In case of violation of these E-ticket Conditions, NS has the right to declare the relevant E-Tickets invalid and/or block them. NS may also impose a penalty on you in the amount of the so-called statutory increase. Currently, this amount is €50. In case of violation of these conditions, you are furthermore obliged to compensate NS for the full damages incurred by NS as a result of your action.

3.4 NS is not responsible for the functioning of the equipment and/or its software used by you. NS is also not responsible for errors in the software of the device used by you to send or receive electronic messages.

3.2 NS cannot be held liable in any manner for damages resulting from or related to travel without a valid ticket or technical malfunctions of any kind as a result of which payments cannot be processed and/or authorized, or cannot be processed correctly or on time

3.3 NS shall be entitled to amend these conditions at all times. The changes will apply from the moment the amended conditions come into force. NS will publish the amended conditions on its website (ns.nl).

4. Data Protection

4.1 NS Groep NV is the controller within the meaning of the General Data Protection Regulation (GDPR). NS processes personal data in providing its services. NS processes your personal data in accordance with the GDPR. For more information, please visit www.ns.nl/privacy or call NS Customer Service 030 - 751 51 55 (local rate).

Amended compared to the March 2019 version are articles 1.3 (applicability conditions of the NS App), 2 (E-tickets are henceforth only valid as a ticket if loaded in the NS app or printed on paper), 3.1 (not allowed to provide E-tickets to others), 3.4 (NS is not responsible for proper functioning of your used equipment or its software) and 3.6 (changes apply from the moment they take effect).

Amended from the version dated Jan. 31, 2023 is the addition to Article 3.3 of NS' right to block E-tickets and impose a contractual penalty and, in case of violation of Article 3.2, also to recover its damages. Furthermore, Article 3.2 has been expanded and Articles 3.3 and 3.5 have been merged and some textual clarifications have been made. Changed from the April 17, 2023 version is the tightening of Article 3.2 and 3.3.