

Terms and Conditions of the SMS Ticket sales of Železničná spoločnosť Slovensko, a. s. (ZSSK)

Effective from 1. 10. 2024

The sale of tickets of Železničná spoločnosť Slovensko, a. s. (ZSSK, the carrier) via mobile phone as an electronic SMS ticket may be used by natural and legal persons without limitation, provided they comply with the following Terms and Conditions of SMS Ticket Sales of ZSSK (Terms and Conditions of SMS Ticket Sales).

As part of the rules for providing SMS ticketing to ZSSK passengers, they are **obliged to board the train with a valid SMS ticket already received on their mobile phone and to have valid SMS tickets** (or other valid travel documents) **throughout the entire journey**, as well as immediately after disembarking from the train.

1 General Terms and Conditions

- 1.1 SMS ticket sales by ZSSK allows you to purchase **SMS tickets only for trains operated by ZSSK**, according to the:
 - a) **SMS price list No. 1** – valid for the **lines TEŽ, OŽ** (hereinafter used for High Tatras Railways and Cog Railway) and the line **Poprad-Tatry – Studený Potok – Tatranská Lomnica**,
 - b) **SMS price list No. 2** – valid for **all lines** except the TEŽ and OŽ lines.
- 1.2 SMS ticket purchase according to the SMS price list No. 1 or SMS price list No. 2 is self-service, it is purchased by sending an SMS directly to a specific phone number.
- 1.3 **SMS ticketing ZSSK is available:**
 - a) for all customers of the operators **Orange Slovensko, a. s., Slovak Telekom, a. s., O2 Slovakia, s. r. o. and SWAN Mobile, a. s. – 4ka** by sending an SMS to the **SMS number 2233 or 2255**,
 - b) for **customers of foreign mobile operators** by sending an SMS to the **SMS number +421 902 02 22 33 or +421 902 02 22 55**.
- 1.4 Sending SMS to **SMS numbers +421 902 02 22 33 and +421 902 02 22 55** is also available for customers of Slovak mobile operators.
- 1.5 The passenger is **obliged to board the train with a valid SMS ticket already received on his/her mobile phone** and also to provide the carrier with such necessary assistance to verify the validity of the ticket in order to enable the carrier to exercise his/her right to check the ticket in a proper manner.
- 1.6 The passenger **is obliged** to have valid travel documents **during the entire journey** as well as immediately upon disembarkation from the train.
- 1.7 By purchasing an SMS ticket, the passenger voluntarily agrees to the specified conditions of its use and validity control, in particular the obligation to present a functional and sufficiently charged mobile phone, in which the SMS ticket is stored, to an authorised employee of the carrier for checking.
- 1.8 By purchasing an SMS ticket, the passenger agrees to provide the authorised employee of the carrier with his/her mobile phone or any other mobile phone through which his/her SMS ticket was demonstrably purchased, not only the text of the received SMS message itself, but also other details of the message (e.g. deletion of the original SMS ticket), to verify the validity of the SMS ticket, and to provide a telephone number and the time necessary to verify the authenticity of the SMS ticket by calling the following.
- 1.9 Unless otherwise stated in the Terms and Conditions of SMS Sales, the conditions set out in the ZSSK Terms and Conditions of Carriage (ZSSK PP) apply to the carriage of passengers, bicycles, luggage and animals.
- 1.10 ZSSK accepts no liability if the telecommunication means used does not work properly and/or if there is a fault in the electronic messaging and messaging software used by the customer. In any event, ZSSK's liability is limited to issuing a new ticket under the same conditions.
- 1.11 The Customer accepts that an online/SMS order for a ZSSK ticket has the same legal validity as a written order signed by the ordering person. A ticket purchased via SMS has the same legal validity as a ticket issued at the station, on the train or via a ticket machine.

2 Purchase of the SMS tickets

- 2.1 Upon sending SMS in order to purchase a specific SMS ticket, the following will happen:
 - a) if passenger sends a message to **SMS number 2233**, resp. **2255**, a return message – SMS ticket will be sent to the passenger's mobile phone within approximately **2 minutes**, which will contain the type of ticket, validity (date and time from – to) and verification code,
 - b) if a passenger sends a message to the **SMS number +421 902 02 22 33 or +421 902 02 22 55**, a return message will be sent back to the passenger's mobile phone with instructions on how to pay by credit card. After payment by credit card, the passenger will receive an SMS message – SMS ticket to the passenger's mobile phone, which will contain the type of ticket, validity (date and time from – to) and verification code.
- 2.2 It is also possible to purchase multiple SMS tickets from one mobile phone via SMS – as many SMS tickets will be sent to the mobile phone as the number of times the SMS message has been sent to the relevant phone number. SMS tickets from one mobile phone will be valid for as many passengers as the number of SMS tickets purchased, provided that the passengers meet the conditions for using the selected type of SMS ticket during the journey.
- 2.3 **If the delivery of the SMS request to the system operator is delayed by more than 5 minutes due to technical reasons**, an informative message will be sent to the passenger free of charge about the further procedure.
- 2.4 The carrier is not responsible for failure to deliver the SMS ticket on time.
- 2.5 The SMS ticket will not be delivered if:
 - a) **the conditions for the service are not satisfactory**,
 - b) **the payment for the SMS ticket exceeds the limit on the prepaid card, i.e. there is not enough nominal credit on the card, which the customer has paid for** (the mobile operator does not allow the service to be paid from the bonus or extra credit. The customer can obtain the specific conditions for the use of the credit from his/her operator),
 - c) **if the customer is classified in a group, according to the criteria of the individual mobile operator, who is not allowed to use the service**,
 - d) if, in the case of a foreign mobile number, its **foreign mobile operator prevents the delivery of an SMS ticket to the passenger for any reason, or if the payment gateway fails to process the payment transaction correctly**, etc.

3 Pricelists and Tariff for purchase of the SMS tickets

3.1 It is possible to purchase SMS tickets via ZSSK SMS ticket sales according to the following price lists:

3.1.1 **Pricelist No. 1 SMS** Pass fares (on the respective lines and for selected time-period) issued in self-service purchase (2nd carriage class) on TEŽ

Type	Validity	SMS number: 2233/+421 902 02 22 33	EUR (including VAT)
		Text of the SMS sent by the customer	
2-hour ticket regular	2 hours from delivery	A or blank SMS or a space or any other character other than those listed in the table below	2 EUR
2-hour ticket reduced	2 hours from delivery	B	1 EUR
24-hour ticket regular	24 hours from delivery	C	4 EUR
24-hour ticket reduced	24 hrs from delivery	D	2 EUR
24-hour ticket for bicycle and luggage	24 hrs from delivery	X	2,50 EUR
SMS with instruction	-	INFO or HELP	-

3.1.1.1 SMS pass issued by TEŽ according to the SMS price list No. 1 is valid on the lines TEŽ, OŽ and on the line Poprad-Tatry – Studený Potok – Tatranská Lomnica, it can be used for an unlimited number of journeys during their validity. To purchase the required SMS ticket, it is necessary to send the relevant text specified in the price list.

3.1.1.2 Reduced SMS network tickets are issued for:

- a child aged from 6 to 16 years without a 100 % discount on the fare,
- school pupils and students without a 100 % fare reduction,
- a citizen aged 70 years and over without a 100 % fare reduction,
- holders of a disability card or a disability-S card,
- holder of a JUNIOR, KLASIK card,
- a parent (legal representative) travelling to visit physically, mentally or sensory disabled children, the chronically ill and for visits to children in institutions for social protection of children and social guardianship,
- a dog.

3.1.2 **Pricelist No. 2 SMS** Pass fares (on the respective network and for selected time-period) issued in self-service purchase (2nd carriage class) valid except SVS TEŽ

Type	Validity (only on Os trains)	SMS number: 2255/+421 902 02 22 55	EUR (including VAT)
		Text of the SMS sent by the customer	
60-minutes	60 minutes from delivery	A or blank SMS or a space or any other character other than those listed in the table below	2,50 EUR
20-minutes	20 minutes from delivery	B	1,30 EUR
180-minutes for passengers entitled to 100 % discount from the fare	180 minutes from delivery	Z	0,30 EUR
24-hour ticket for bicycle and luggage	24 hours from delivery	X	2,50 EUR
SMS with instruction	-	INFO or HELP	-

3.1.2.1 SMS tickets issued according to the Price list No. 2 SMS are valid on all lines except lines TEŽ and OŽ, in 2nd class on Os trains.

3.1.2.2 On trains of other categories, these SMS tickets are not valid, passenger presenting this SMS ticket on a train on which it is not valid shall be deemed to be a passenger without a valid ticket.

3.2 To purchase the required SMS ticket, you need to send the relevant text listed in the price list.

3.3 SMS sent to the SMS number +421 902 02 22 33 and +421 902 02 22 55 is charged according to the price list of the respective mobile operator.

4 SMS ticket inspection on board the train

4.1 During the inspection by authorised personnel of the carrier, the passenger is obliged to present the SMS ticket with the identification security code and to allow its verification according to point 1.8 of these conditions upon the carrier's request. **A later presentation of the SMS ticket will not be accepted.**

4.2 If more than one SMS ticket are purchased for several persons, it is required to present all valid SMS tickets and to identify the persons for whom the SMS tickets are purchased.

4.3 A passenger who during ticket inspection on board the train does not present a valid SMS ticket (or other valid ticket) **will be considered** as a passenger **without a valid ticket** according to ZSSK Conditions of Carriage.

4.4 If a passenger presents an SMS ticket purchased for a particular train (journey), which expires before the passenger's destination, he/she will be charged on the train with a cost of the ticket from the last scheduled train station of the train to which the presented SMS ticket was valid to the passenger's destination, including the penalty pursuant to point 4.6.

4.5 If a passenger presents several consecutive SMS tickets, they must be valid for a continuous period. Otherwise, the passenger will be charged for the missing part of the journey from the last train station to which the previous SMS ticket was valid to the first train station from which the next SMS ticket is valid, including the penalty pursuant to point 4.6.

4.6 **Surcharge on board the train** – in addition to the presented SMS ticket purchased for particular train (journey):

- during the validity of the presented SMS ticket - without penalty.

b) **after the validity** of the presented **SMS ticket** of a reported journey – **with a penalty** according to the ZSSK Conditions of Carriage.

c) **after the validity** of the presented **SMS ticket** in the case of an unreported journey – **with a penalty** according to the ZSSK Conditions of Carriage.

4.7 A supplement to a higher carriage class for SMS tickets is not possible.

4.8 **If a passenger does not fulfil the conditions specified in Article 1, point 1.5, 1.6, 1.7 and 1.8, he/she will be considered as a passenger without a valid ticket according to the ZSSK Conditions of Carriage during the ticket inspection on board the train.**

4.9 **The SMS ticket is not valid** and the authorised personnel of the carrier during the ticket inspection will proceed according to the provisions of the ZSSK Conditions of Carriage, **if:**

a) **the SMS ticket code is not valid,**

b) **it has not been delivered before boarding the train,**

c) **the validity period has expired,**

d) **it has not been sent directly to the contractual SMS ticket distributor,**

e) **it has been modified in any way or sent from a source other than the service provider's original source,**

f) **its validity cannot be verified for reasons on the passenger's side.**

5 Payment receipt and invoice

5.1 The passenger can obtain an **invoice** via the website: for an SMS ticket purchased according to the SMS Price List No. 1 at www.smslistky.sk/TEZ and for an SMS ticket purchased according to the SMS Price List No. 2 at www.smslistky.sk/ZSSK. By entering the telephone number used to purchase the SMS ticket and the code, the passenger is given access to the complete list of SMS tickets issued to him/her for the telephone number in question. Upon selection of the SMS ticket or the period, an electronic invoice will be displayed with the option to print it.

6 Claims

6.1 **SMS tickets are not refundable.**

6.2 A customer submits a claim for an SMS ticket in writing (directly via the classic - postal or e-mail address specified in point 6.3 or via the ZSSK ticket desk). In addition to personal data, the claim will include the telephone number from which the purchase of the SMS ticket was made, the date and time of purchase and the SMS ticket code, the bank account number, and the reasons for the claim. If justified, the fare will be refunded to the customer without penalty within 30 days of the request.

6.3 **Contact details:**

REKLAMÁCIA VNÚTROŠTÁTNA – DOMESTIC CLAIMS

Železničná spoločnosť Slovensko, a. s.

Rožňavská 1 (pracovisko Žabotova 12)

SK – 832 72 Bratislava 3

The Slovak Republic

reklamacie@slovakrail.sk

7 Information about the service

7.1 **Information about the Service can be obtained:**

a) **24 hours a day on the telephone number of the ZSSK Contact Centre - 18 188 (+421 24 48 58 188),**

b) **at www.zssk.sk.**

8 Identification details

Železničná spoločnosť Slovensko, a. s., Rožňavská 1, SK – 832 72 Bratislava 3, The Slovak Republic
registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, Insert No. 3497/B
Registration number: 35 914 939

Tax Code: 2021920076

VAT number: SK 2021920076