

Pay as you go ticket sales in the LAAX app (Special Terms and Conditions for Pay As You Go)

Special Terms and Conditions of the Weisse Arena Group (Special Terms and Conditions for Pay As You Go)

1. Scope of the Special Terms and Conditions for Pay As You Go

With each purchase of a pay as you go ticket in the LAAX app, you accept these special terms and conditions (Special Terms and Conditions for Pay As You Go), the General Terms and Conditions of Weisse Arena Group (WAG T&Cs) and the Special Terms and Conditions for Lift Tickets. Deviations from the Special Terms and Conditions are only applicable if they have been expressly agreed (in writing or electronically).

2. Pay as you go tickets

2.1. How it works

With pay as you go, WAG enables the purchase of 'pay as you go' tickets. With the pay as you go ticket, the customer only pays for the cable car journeys they have actually taken. The customer purchases the pay as you go ticket before using the first cable car. All subsequent cable car journeys taken by the customer (and their registered accompanying passengers) are then recorded and billed. In the evening, the customer checks themselves out and the journeys taken by the customer and their accompanying passengers are billed to the customer.

2.2. Accompanying passengers

The customer may purchase pay as you go tickets for themselves and their accompanying passengers. The customer bears responsibility and is liable for the correct recording of accompanying passengers and obtaining the correct ticket and/or fare class for the accompanying passengers. The customer is responsible for ensuring that all accompanying passengers acknowledge and accept these special terms and conditions (Special Terms and Conditions for Pay As You Go), the WAG General Terms and Conditions (WAG T&Cs) and the Special Terms and Conditions for Lift Tickets. By consenting to being recorded as an accompanying passenger and using the cable cars, the accompanying passengers also accept these Special Terms and Conditions for Pay As You Go, the WAG T&Cs, the Special Terms and Conditions for Lift Tickets and the Privacy Policy (all accessible at www.flimslaax.com).

2.3. Prerequisites for purchasing electronic tickets

To be able to buy and use pay as you go tickets, the customer must fulfil the following conditions:

- a) They must have downloaded the LAAX app and installed it on their mobile phone.
- b) They must have a valid login for the LAAX app.
- c) They must accept these Special Terms and Conditions for Pay As You Go.
- d) They must have a valid payment method and it must be possible for the maximum ticket fare to be reserved on this payment method after the payment method has been checked.

The customer may choose either to load the pay as you go ticket on an electronic data carrier or make it accessible as a QR code.

2.4. Validity of the pay as you go ticket

Unlike conventional tickets, pay as you go operates according to a check-in and check-out principle. The validity period of the ticket begins for the customer and accompanying passengers on completion of the check-in process and ends on completion of the check-out process in the LAAX app ('billing period'). As part of the check-in process, following the customer's approval, the price of a day ticket in the relevant fare class ('daily rate') and the daily rate for any accompanying passengers shall be reserved on the stored payment method ('reserved amount'). The reserved amount is determined based on the dynamic ticket price applicable on that day. The reserved amount is the maximum price that can

be charged following the end of the billing period as the definitive ticket price. At the end of each day, the customer (and any accompanying passengers) are checked out automatically (unless the customer has done this themselves manually). Accordingly, the maximum billing period for a pay as you go ticket is one day. The purchase agreement for the pay as you go ticket enters into force on confirmation of ticket activation by WAG in the LAAX app.

The LAAX app records the cable cars used during the ticket's validity period. Following deactivation of the pay as you go ticket in the LAAX app (check-out process), the LAAX app calculates the cable cars used and the corresponding ticket fare and authorises the charging of the corresponding amount to the stored payment method.

The customer is responsible for performing the check-out process in time. On check-out, the ticket's validity also comes to an end for the accompanying passengers. WAG AG accepts no responsibility for costs incurred by the customer because they have not performed the check-out process at the right time.

2.5. Inspection

All electronic tickets are recorded electronically and centrally by WAG. The customer receives confirmation of their ticket order in their LAAX app.

WAG is entitled to perform inspections. The customer must show the inspection staff their electronic ticket and that of their fellow passengers on the data carrier or mobile phone. Inspection staff must be handed the mobile phone for inspection purposes at their request. Inspection staff are entitled to use the mobile phone to conduct a regular inspection. The customer and any accompanying passengers must follow the instructions of inspection staff.

3. Fares

In principle, the price of the pay as you go ticket is based on the cable cars used by the customer and any accompanying passengers during the billing period and on the applicable fare provisions (single fares). After check-out or, if the customer neglects to perform this process, after the end of the billing period (cut-off time: midnight), the price for all journeys taken during the billing period (midnight to midnight or check-in to check-out) shall be calculated ('price of journeys'). In principle, the ticket price charged to the customer ('definitive ticket price') amounts to the total of all fares for single journeys taken during the billing period (price of journeys) by the customer and the accompanying passengers. If the price of journeys is more than the daily rate, the daily rate shall be deemed the definitive ticket price. If the price of journeys is less than the daily rate, the price of the journeys shall be deemed the definitive ticket price.

The definitive ticket price shall be displayed to the customer in the LAAX app and then charged to the payment method provided. The amount previously reserved on check-in is released again.

Throughout the day, information on cable cars used, ticket validity, date and time of purchase, details of any accompanying passengers and the ticket fare can be viewed in the LAAX app. When using pay as you go, during the ongoing billing period, the customer shall be shown a provisional fare for their pay as you go ticket (and tickets for any accompanying passengers) and the cable cars used. The provisional ticket price consists of the fares of the cable cars used thus far and is updated on an ongoing basis. The provisional ticket price may vary from the definitive ticket price and is not binding.

4. Termination by the customer

The customer may decide at any time to cease obtaining their tickets via pay as you go. To do this, the customer may either cease to perform any further check-ins or delete their account on the LAAX app. In both cases, the last billing period started shall be settled and charged to the customer on their stated payment method.

5. Blocking

WAG AG reserves the right to exclude the customer and any accompanying passengers from using pay as you go, particularly in the event of suspected misuse or outstanding payments. This may occur without prior notice.

6. Liability

Use of pay as you go takes place at the risk of the customer and any accompanying passengers. The customer and any accompanying passengers are responsible in particular for ensuring that their mobile phones are functional (including sufficient battery charge level). The customer and any accompanying passengers are responsible in particular for ensuring that their mobile phones and the data carriers used are protected against any unauthorised access. The customer is responsible for immediately blocking the pay as you go ticket in the event that the data carrier or mobile phone is lost. Journeys retrieved under the registered data carrier or QR code shall be charged to the customer.

WAG shall accept no liability with regard to the content, functionality and use of the LAAX app, including liability for malicious programs (malware), within legal limits.

If the use of the LAAX app and/or the purchase of a pay as you go ticket (electronic ticket) is not possible for technical reasons, WAG refuses all liability for any resulting damages accordingly. A lack of functionality on the part of the LAAX app does not in any way entitle the customer (and any accompanying passengers) to use the cable cars without a valid ticket.

7. Applicable law and place of jurisdiction

The contract is governed by Swiss law. The place of jurisdiction is LAAX.

Laax, 16/05/2023