

- Entry into force: 19/12/2023

General Conditions of the Contract of Carriage. Entry into force: 19/12/2023

These General Conditions of the Contract of Carriage (hereinafter, "General Conditions") establish the conditions governing the national High Speed passenger rail transport services provided by INTERMODALIDAD DE LEVANTE, S.A. (hereinafter, "ILSA" or "the COMPANY"), as well as other complementary services provided.

In order to guarantee the safety of its customers, the COMPANY has a safety management system for which it has received the Safety Certificate as a railway company in compliance with the applicable requirements. Likewise, the COMPANY's vehicles and personnel have the authorisations, certificates and facilities to carry out their functions. An Accident Assistance Plan is also available.

These General Conditions are available for consultation at the Customer Service and ticket sales offices at the stations (Casas iryo), on the website www.iryo.eu, on the mobile application, through the Customer Service, on the travel agency portal, as well as on other distribution channels authorised by the COMPANY.

1. Contract of Carriage

By means of the Contract of Carriage, the COMPANY undertakes to transport the customer and the luggage according to the general conditions, against payment of the purchase price, with the exception of children under 4 years of age, from the station of origin to the station of destination.

The conditions of carriage apply exclusively to journeys made with the COMPANY. These conditions do not apply to commuter tickets or other types of transport/services that are offered by the COMPANY and operated by another company, being applicable Titles 4, 6 and 7 of the CIV Rules, with regard to the responsibility of the carrier, the exercise of rights by passengers and the relations between carriers.

2. Ticket

The ticket is the document that formalises the Contract of Carriage between the COMPANY and the passenger. It is a transport ticket that can be presented on a printed paper document or on a digital device.

Customers with a ticket entitling them to travel may use the rail transport service provided in accordance with the current Rail Sector Act (currently Act 38/2015 of 29 September). Children under 4 years of age, who do not occupy a seat, do not require a ticket.

Content of the ticket

The ticket shall state at least the following:

1. The identification of the railway undertaking(s) that will carry out the transport.
2. The origin of the journey and departure time.
3. The destination and time of arrival.
4. Transfers that may occur with a change of train, specifying place and time, where applicable.
5. The coach, class and seat number.
6. The weight and size of luggage allowed, or an indication of where this information is available.
7. The price of transport, specifying that it includes all taxes.
8. Information on the insurances covered by the service.
9. The time limit for presentation at security controls for access to transport vehicles, if set by the rail infrastructure manager.
10. Submission to the Uniform Rules (CIV).

Validity of the ticket

The tickets shall be registered and issued for the train, service and date specified with a designated seat.

To be admitted, the customer must be in possession of a valid ticket for the train and service to be used with all the information necessary to define the content of the ticket. Tickets are valid for the day, train and service shown on the ticket.

The customer is required to be identified during the ticket purchase process at Iryo offices, at the boarding and access to the train control, as well as on board the train at any time during the journey. In the event of theft, loss or destruction of the travel document, a duplicate may be issued after identification of the traveller.

Transport tickets which have been damaged, amended, scratched or laminated shall not be considered valid.

The discounts established in the current laws on Large Families shall be applicable. Passengers shall prove their status as beneficiaries when required to do so, at the time of boarding or during the journey, by presenting the original valid documents issued by the competent administration used to obtain the discounts applied at the time of purchase of the ticket.

Likewise, if other types of legally established discounts are applicable, the beneficiary of such discounts shall be able to duly prove his/her status by presenting the documents or

requirements that may be required.

3. Travel information

Pre-trip information

The following information will be provided by the COMPANY upon request by the traveller:

1. General conditions applicable to the contract.
2. Timetables and conditions for the fastest journey.
3. Timetables and conditions for all available fares, prominently displaying the cheapest fares.
4. Accessibility, accessibility conditions and availability of on-board facilities for disabled persons and persons with reduced mobility.
5. Availability of bicycle capacity and access conditions.
6. Seats or places available in the different existing classes.
7. Activities that may disrupt or delay services (planned and real time).
8. Availability of on-board facilities, including Wifi and toilets.
9. Availability of on-board services, including assistance to passengers provided by the COMPANY's personnel.
10. Pre-purchase information indicating whether the ticket(s) constitute a combined ticket.
11. Procedures for recovering lost luggage.
12. Complaints procedures.

Information during the journey

The COMPANY shall provide travellers with the following information during the journey:

1. On-board services and facilities specific to each train, including Wi-Fi.
2. Station stops.
3. Potential disruptions and delays (planned and real time)
4. Main liaison services of the COMPANY.
5. Mandatory security issues.

4. Services offered

The COMPANY has several different areas on board its trains according to which it determines the commercial service it offers. Customers will be informed of the performance of each service through their sales channels. The method of purchase is as follows:

1. Individual ticket: depending on the offer available.

Tickets are valid for the day, train, level of service and seat shown on the ticket.

The COMPANY only offers the services specified in the ticket. The COMPANY will not offer services on the same ticket that contain links to other services, whether or not they are operated by the COMPANY, without prejudice to the fact that they may be sold or offered by third parties outside the COMPANY.

5. Purchasing channels

Customers can purchase tickets at assistance and ticket offices at stations (Casas Iryo), authorised retailers, through the website www.iryoyeu, on the mobile application and any through other channel or technological tool that will be identified and authorised by the COMPANY to ensure maximum distribution.

The customer must check the details of the ticket at the time of issue: date of travel, origin and destination, train, class, service and fare, and that they are in accordance with the customer's request. Any complaint about the ticket issued and the amount of the ticket must be made at that moment and no later complaints will be accepted.

6. Cancellation

Any ticket issued may be cancelled under the conditions set out below, unless cancellation is limited or excluded in the specific conditions to which the ticket is subject.

Cancellations are permitted subject to a penalty according to the applicable conditions of the type of ticket purchased by the customer.

The relevant amount will be refunded through the same payment method used for the purchase, either by bank card or by means of a voucher, and this refund will be communicated automatically through the email specified during the purchase process.

The refund request shall be made within 7 days of the cancellation request. The COMPANY is not responsible for delays that are the responsibility of the issuers of the customers' bank cards. However, special cancellation conditions may be laid down for certain types of ticket.

7. Payment

Payment for tickets, as well as any of the services ancillary to the purchase of the ticket offered by the COMPANY, shall be made by electronic means of payment, or through the means admissible by the different purchase channels.

8. Luggage, bicycles and complementary services

Luggage

Any hand luggage that the customer can carry with them, which is easy to transport and intended for the journey and which does not exceed the maximum size of 70x55x35 cm, is considered as luggage.

The baggage allowance applied to passengers by the COMPANY may vary according to the services contracted as specified in the general conditions of sale that apply to each fare, where the baggage allowance applicable to that type of fare will be expressly stated.

Bicycles

Bicycles are allowed in accordance with the general terms and conditions of sale.

Complementary services

Pets or domestic animals

Pets or domestic animals are allowed according to the weights and transport instructions indicated in the general conditions of sale. Pets means small companion animals, namely dogs, cats and ferrets.

The animal must comply with health, hygiene and safety conditions, and have documentation in accordance with current legislation. Custody and supervision of pets is the sole responsibility of their owners/carriers.

Guide and assistance dogs have no additional cost, nor are they subject to weight or transport limitations, and can travel with their owner. Trainers and socialisation agents have the same access rights as users of guide dogs and assistance dogs when accompanied by them during training. They must also be properly identified.

Domestic animals or pets referred to as "emotional support" are allowed as long as, in addition to the corresponding identification of the pet, the client presents the medical certificate that certifies them as "emotional support" during the trip.

Baby pushchairs

Pushchairs must be folded and positioned according to the instructions of the COMPANY personnel.

9. Luggage prohibited on board trains

The carriage of packages containing hazardous materials such as: explosives, flammable, flammable, chemical or toxic, radioactive, biochemical or corrosive products is prohibited.

The carriage of weapons on board the train is prohibited. Products intended for wholesale trade, narcotics and illegal substances are also prohibited.

Scooters, boxes or other packages or objects that are not considered as luggage according to the definition of the previous section or that exceed the permitted measurements determined by the COMPANY in the general conditions of sale are not allowed. Any non-regulated luggage shall be expressly authorised by the COMPANY for access to the train, upon request by the passenger at the assistance and ticket offices at the stations (Casas Iryo) or through the Customer Service.

10. Luggage liability

Customers must properly place the luggage they are carrying in the places designated for this purpose, avoiding causing possible damage or inconvenience to other passengers and staff on board the trains, as well as damage to equipment and disrupting railway operations. It is the sole responsibility of the customer to take care of their luggage.

11. Minors

- Babies and children from 0 to 3 years of age:

Babies and children from 0 to 3 years of age travel free of charge and must travel on an adult's lap without occupying a seat on the train. They must obtain and carry a free ticket and use the baby changing facilities available in the train toilets. For the booking, the age of the babies and children at the time of travel will be taken into account (in the case of a return trip, the age of the baby or child at the time of departure will be taken into account). Likewise, babies and children from 0 to 3 years of age may also travel by occupying a seat on the train, by paying for their seat at the same fare as children between 4 and 13 years of age, and reserving it through the Customer Service.

- Minors between 4 and 18 years of age:

Children between 4 and 13 years of age will travel at a reduced fare according to the children's fare available in the sales channels.

Minors between 14 and 18 years old shall pay the standard fare.

Minors always travel under the responsibility of their parents or legal guardians.

The COMPANY does not offer an unaccompanied minor travel service and recommends that minors always travel accompanied by an adult.

In any case, children under 14 years of age shall always travel accompanied by an adult.

12. Disabled persons and persons with reduced mobility

Accessibility

According to the applicable regulations, the Administrador de Infraestructuras Ferroviarias (hereinafter, "ADIF") is responsible for ensuring access to stations and boarding areas for disabled persons and persons with reduced mobility, so that they can board and disembark the train.

The spaces provided for wheelchair users and users with reduced mobility on COMPANY trains are strictly reserved for them. The COMPANY reserves the right to request proof of disability or reduced mobility. Likewise, the COMPANY reserves the right to cancel the ticket of a passenger who is occupying a space reserved for wheelchair users or users with reduced mobility without meeting the required conditions.

Assistance at stations

1- Communication and information:
The COMPANY provides disabled persons and persons with reduced mobility with information on the accessibility of the rail services offered, as well as the conditions of access to the rolling stock and about the facilities on board the train.

2- Accessibility and the need for accompaniment:
According to the applicable regulations, ADIF, in its capacity as manager of railway infrastructure and in particular of stations, is responsible for ensuring access for disabled persons and persons with reduced mobility to stations and boarding areas, so that these persons can board the outbound train and disembark the inbound train. For its part, the COMPANY, through the services contracted with ADIF, ensures the boarding and alighting of trains and, within them, accessibility to its on-board services and equipment. The COMPANY collaborates with ADIF so that disabled persons and persons with reduced mobility can enjoy a safe journey with the rights granted to them by law.

13. Cancellations, interruptions, delays

Cancellations

Cancellation of the journey means the impossibility of starting the journey under the conditions foreseen in the ticket.

In the event of cancellation of a scheduled trip by the COMPANY, the COMPANY will make every effort to inform the customer as soon as possible and in the most convenient manner.

1. In the event of cancellation of the journey, the passenger shall be entitled to a refund of the price paid for the service.
2. If the cancellation occurs within 48 hours prior to the scheduled start of the journey, the COMPANY shall be obliged, at the passenger's choice, to provide transport on another train or other means of transport under equivalent conditions to those agreed, or to refund the price paid for the service.
3. If the passenger is informed of the cancellation of the journey within 4 hours before the start of the journey, he/she shall also be entitled to compensation consisting of double the amount of the ticket.

Interruptions

Interruption of the journey means the stoppage of the journey while it is in progress. In the event of interruption of the journey, the COMPANY shall be obliged to provide the passenger, as soon as possible, with transport on another train or another mode of transport, under conditions equivalent to those agreed.

In addition, in the event that the interruption lasts for more than one hour, the COMPANY shall be obliged, where appropriate, to pay for the traveller's board and lodging expenses for the duration of the interruption.

Delays

In the event of a change in the timetable foreseen in the ticket before the departure date, the COMPANY will do its utmost to inform the customer as soon as possible and in the most convenient way.

In the event that the passenger is delayed by at least 60 minutes at the station of arrival in relation to the time schedule on the ticket, the COMPANY will compensate the passenger for this delay, without the passenger losing his or her right to transport, under the following conditions:

- 50% of the price for the ticket used, in the event of a delay in arrival at destination of more than 60 minutes.

- 100% of the amount of the ticket concerned, in the event of a delay in arrival at destination of more than 90 minutes.

14. Compensation and assistance to travellers

Notwithstanding the provisions above in relation to cancellations, interruptions and delays, the COMPANY may provide for more favourable compensation in general if it deems it appropriate to do so.

Where it is appropriate to compensate the traveller, compensation will be made by means of vouchers as a first option, and by means of a refund in the electronic means of payment used by the traveller for the purchase in the event that the traveller does not want the voucher and expressly requests the refund.

The passenger is not entitled to compensation if the COMPANY informs the passenger of the delay prior to purchase or if the duration of the delay is less than 60 minutes, as well as in the cases referred to in Section 19(10) of Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations.

In the event of a delay in departure or arrival, or cancellation of a service, the COMPANY shall keep passengers updated of the situation and the estimated time of departure and arrival of the service or substitute service as soon as such information is available.

In the event that the delay referred to in the previous paragraph is at least 60 minutes, or in the event of cancellation of a service, the COMPANY shall offer assistance to passengers under the terms established in the applicable laws.

15. Access to the train, exclusion of passengers and surcharge to be applied

The COMPANY reserves the right of admission to its trains and/or to the services offered on its trains, as well as to the assistance and ticket offices at the stations (Casas Iryo).

All passengers, at the time of entering the train, must be in possession of the appropriate ticket, and access may be denied to anyone who does not produce it or to those who do not submit to the mandatory security checks established.

From the moment they enter the train, all passengers shall refrain from endangering the safety of transport, as well as the physical integrity of the other passengers and the crew, without in any way disturbing the normal course of the journey, complying with all the legal obligations applicable to the train space.

The consumption of alcoholic drinks not sold by COMPANY personnel is not permitted on board the train. Drinks carried by the traveller must be closed for transport.

All travellers must follow the instructions of the train crew at all times. Crew members shall in all cases ensure that the rules of behaviour and safety are complied with, and may prevent access to the train or require passengers who do not comply with these rules to leave the train, together with the objects they are carrying.

In particular, any physical or verbal aggression directed against a member of the crew or against any passenger on the train shall be considered as such.

In the cases above, there will be no right to a refund of any amount, without prejudice to the COMPANY's demand for compensation for damages caused, or administrative penalties or other sanctions that, where appropriate, could be imposed on the passenger by the competent Administration or Judicial Authority. A traveller who does not present a valid ticket shall pay, in addition to the fare for the carriage used, a surcharge of three hundred (300 €) euros.

In the event that a passenger refuses to pay the carriage charge or surcharge immediately, he/she may be excluded from the carriage.

If payment is made immediately, a 50% reduction will be applied to the amount payable as a surcharge, with no reduction to be applied to the fare for the journey.

If the traveller refuses to pay the fare but agrees to pay the surcharge within less than 15 days, a 25% reduction of the surcharge shall be applied to the amount payable, with no reduction to be applied to the fare for the journey.

Passengers may choose to pay the surcharge electronically on board the train or at the iryo office at the station of destination.

In the event that the passenger does not pay the surcharge, the COMPANY will file a complaint with the State law enforcement agencies.

16. Carrier's liability

Transfers with other means of transport or trains of different railway companies, under the corresponding combined ticket, shall be regulated according to the provisions of the legislation in force, as well as in the agreements and contracts signed between the different companies.

17. Rights and obligations of travellers

Travellers' rights

Users of the services provided by the COMPANY shall enjoy the following rights:

1. To have access to the publication, sufficiently in advance, of the timetable of services and the corresponding prices.
2. To contract for the provision of rail services to or from any station where passengers are picked up or set down.
3. To receive the service in adequate conditions of safety and quality, paying, where appropriate, the corresponding prices according to the applicable tariffs and fees.
4. To conclude a transport contract with the railway undertaking in accordance with the legislation in force on land transport and consumer and user protection.
5. To be informed of the procedures established to resolve disputes that may arise in connection with rail transport.
6. To be compensated for the damages caused to them, in the event of non-compliance by the COMPANY of the obligations that correspond to them, in accordance with the provisions of the applicable regulations.
7. To be informed of the insurance policies or guarantees that the COMPANY has contracted to guarantee its liability, information that will be available to passengers at the Assistance Offices and ticket sales at the stations (Casas iryo), on the website www.iryo.eu, on the mobile application, through the Customer Service, on the travel agency portal, as well as other distribution channels authorised by the COMPANY.
8. To be informed of the existence of these General Conditions, which will be at their disposal in the same terms as those set out in the previous section.
9. Any others recognised by the regulations in force.

Customers will also have the right to make claims for any breach of the transport contract produced during the provision of a passenger transport service and may be submitted both electronically and physically, in ticket sales facilities, stations or trains of the COMPANY that has provided it, within a period of 3 months from the time they have knowledge of the event that caused them.

Obligations of travellers

Users of the services provided by the COMPANY shall have, among others, the following obligations:

1. To have in their possession, for the duration of the journey, the corresponding transport ticket.
2. Follow the indications given by the COMPANY in relation to the correct provision of the service, as well as the indications to this end on the signs placed in view in the facilities and cars.
3. To respect the measures and controls that may be established in terms of civil protection and security.
4. The client must take the necessary precautions and ensure, as far as they are concerned, the safety and security of themselves, persons and animals in their custody, as well as the safety of their belongings

Passengers are not allowed access to areas for the exclusive use of the COMPANY, except in the cases foreseen or authorised. Passage through service areas is permitted only if necessary for the passenger service.

It is forbidden to open the external doors of vehicles and to get in or out of them when they are not completely stopped.

It is also forbidden to board or alight on the opposite side to that established for the passenger service or through openings other than those intended for that purpose.

Passengers are prohibited from using train equipment in any way other than their intended use, and in particular safety equipment which must be used only and exclusively in case of real need.

The provisions of these General Terms and Conditions shall not apply in the event of the grounds for exemption expressly provided for in the CIV Regulations for the different cases of liability.

18. Customer Service

Any request for information, clarification, claim or complaint may be sent to the COMPANY's Customer Service remotely, via www.iryo.eu, in order to keep track of the requests received.

It is also possible to send a request by post to our offices, at Calle Méndez Álvaro, 56, 5ª planta, 28045 Madrid. In addition, the COMPANY has a complaints book/sheet available for customers to request from attendants on trains and at stations.

The official complaint form can also be accessed and downloaded electronically at www.iryo.eu.

The Customer Service will respond within one month and, if this is not possible, will inform the customer of the new deadline. This period shall not exceed 3 months from the date of receipt of the complaint.

19. Data protection

In order to guarantee the fundamental right to the protection of personal data, travellers are informed that in order to provide the contracted transport service it is necessary to process their data, so that INTERMODALIDAD DE LEVANTE, S.A. must access and collect their identification data, the details of the journey or the preferences they express regarding the conditions of transport. On the other hand, only if authorised by the customer, or on the

basis of the contractual relationship, personal data may also be used to receive marketing communications related to the services contracted with the COMPANY. The COMPANY will retain customer data in accordance with the periods of time indicated in the specific legislation applicable to the processing carried out or, where appropriate, until the customer requests the deletion of their information or expresses their opposition to the processing collected here. The data will not be communicated to third parties unless legally obliged to do so or required by an administrative or judicial authority. On the other hand, the data may also be communicated to those partners who provide an essential service within the transport contracted through the sale of the ticket, such as assistance services offered to persons with reduced mobility or on-board catering services.

Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter "GDPR" or "the Regulation"), and Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter "LOPDGDD"), customers have the following rights:

1. Right to access.
2. Right to rectification.
3. Right to erasure.
4. Right to object.
5. Right to restriction of processing.
6. Right to data portability.
7. Right not to be subject to automated individual decision-making, including profiling.

In accordance with the aforementioned regulations and to ensure compliance with the obligations of INTERMODALIDAD DE LEVANTE, S.A. as the responsible party, a procedure has been adopted and implemented with the aim of managing requests for the exercise of rights received from interested parties in order to deal with them and respond to them in due time and form. To exercise your personal data protection rights, please send an e-mail with the subject "EXERCISE YOUR RIGHTS" to protecciondedatos@iryo.eu or write to the following address: Calle Méndez Álvaro, 56, 5ª planta, 28045 Madrid. You may also file a complaint with the Spanish Data Protection Agency on its website www.aepd.es, in the event that your rights have not been duly addressed. You can also access our updated Privacy Policy at any time at: www.iryo.eu.

20. Applicable Regulations

1. Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area.
2. Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations.
3. Act 38/2015 of 29 September, on the railway sector.

4. Royal Decree 2387/2004 of 30 December, approving the Railway Sector Regulations.

21. Claims and traveller accidents

You can access the passenger claims and accidents platform by clicking [here](#).