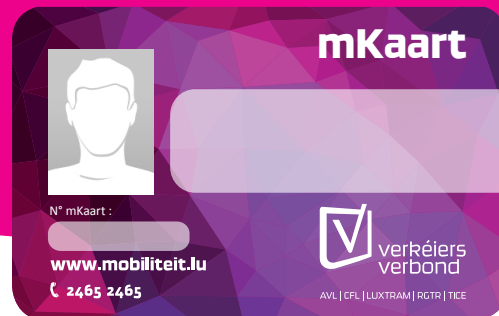


# Application for obtaining a personalised mKaart



## mShop

### Do you already have an mShop account?

If not, please create one on [www.mshop.lu](http://www.mshop.lu) before filling in this application.

### Personal information

(all fields are required)

EMAIL  This is the email address you used for your mShop account.

NAME  SURNAME

BORN ON  /  /   
Day Month Year

PHONE    
+ Country code Phone number

ADDRESS    
N° Street

Town

-   
Country

Postcode

### Documents to add

- Copy of an official proof of ID
- Recent ID photo of less than 12 months, 35 x 45 mm, on a white and plain background.

### Signature and obligations

- I acknowledge that I have read the attached terms and conditions. I expressly acknowledge that I have created an 'mShop' account, and that I thereby express my agreement to the processing of personal data in accordance with article 9 of the terms and conditions on the back.

### Submitting the application

Please send the application and documents to the following address:

**Administration des transports publics BP 640 L-2016 Luxembourg**

Your mKaart will be posted within 10 working days of receiving this application.

Date:  /  /   
Day Month Year

Signature:

#### Leave blank - Office use only

Printing date of card

Posting date

Validity start date

Employee

# Terms for obtaining a personalised mKaart

## 1. GENERAL INFORMATION

Any issue of a personalised mKaart is subject to the prior creation of a personal customer account with the Public Transport Administration, in the mShop or in the sales desk system, respectively. For this purpose, the customer must submit the application on the overleaf, duly filled out and signed, together with a recent passport photo, taken in the last 12 months.

As the personalised mKaart is strictly personal and non-transferable, the customer must present an official identity document (identity card, passport or driving licence) when submitting the filled out and signed form. For administrative purposes only, the issuing office will make a photocopy of the customer's identity document.

## 2. DEFINITION

A personalised mKaart card is an electronic mKaart card that identifies the cardholder on the front with his/her passport photo, last name, first name, and date of birth.

## 3. VALIDITY PERIOD OF A PERSONALISED MKAART

The personalised mKaart is valid for 5 years. The expiration date is indicated on the back in the format month/year. Example: Expires on 10/22 means that the personalised mKaart will expire on 1 October 2022. From this date onward, the personalised mKaart can no longer be used, either to top up products or to validate products. The free transfer of products topped up or validated on an expired personalised mKaart may be requested at a sales desk. However, no refund of products topped up or validated will be accepted when a personalised mKaart expires.

## 4. SUPPORTING DOCUMENTS

Holders of a personalised mKaart must always be able to prove their identity during ticket controls. The last name, first name, and date of birth on the front of the personalised mKaart must match the details on the official identity document of the personalised mKaart holder.

## 5. ISSUANCE OF A DUPLICATE

In the event of loss, theft or damage to a personalised mKaart, a duplicate may be issued subject to the payment of a flat-rate price set out in the fares displayed at all CFL ticket desks and published on [www.cfl.lu](http://www.cfl.lu) in the section 'Passengers - Tickets and season tickets', subject to the presentation of the following documents:

- loss or theft of the personalised mKaart: a statement to this effect issued by the Police,
- deterioration of the personalised mKaart: the relevant card must be appended to the application. If a passenger's personalised mKaart has become illegible and can no longer be used for no apparent reason (i.e. due to a technical malfunction), the passenger is exempt from paying the flat-rate price for issuing a duplicate.

## 6. EXCHANGE AND REFUND

An unused or partially used personalised mKaart does not give the right to a refund.

## 7. NUMBER OF APPLICATIONS PER CUSTOMER

Each customer can make only one application for a personalised mKaart. In the event of theft or loss, the customer must go to a sales desk and ask for a duplicate of their personalised mKaart (see point 5 ISSUANCE OF A DUPLICATE).

## 8. NON-COMPLIANCE WITH THE REGULATION PROVISIONS

An administrative fine shall be applied for any tariff infringement observed. In the event of improper behaviour or breach of the terms of use and pursuant to the provisions in force, and in particular in accordance with the Act of 13 September 2013 amending the Act of 19 June 2009 on order and safety in public transport, carriers reserve the right to suspend the personalised mKaart and refuse the right to benefit from the season ticket in question for a period to be determined in accordance with the seriousness of the facts observed.

## 9. OBSERVATIONS CONCERNING DATA PROTECTION

The Public Transport Administration as well as the operators AVL, CFL, LUXTRAM, RGTR, and TICE undertake to observe the legislation on the processing and storage of personal data of the applicant/customer.

By signing the application for a personalised mKaart, the customer expressly agrees to the storage and processing of his/her personal data provided on the overleaf of this application.

The data controller is the Public Transport Administration.

This data is processed within the framework of this agreement, to enable customers to travel using the relevant transport networks. In addition, this data is processed within the framework of the public interest duties of the Public Transport Administration, for statistical purposes, and for the purpose of monitoring and improving transport conditions in the Grand Duchy of Luxembourg. This data may be transferred to third party transport providers for the performance of the agreement or to public authorities in the context of their legal or public interest duties.

The customer's personal data is kept for the duration of the use of service and for a period of one year after the end of the use of service. Personal data may be exchanged between the Public Transport Administration and the various operators using common database, namely: CFL, AVL, and TICE. The transfer of personal data takes place with the customer's consent by providing the authentication key or when this is necessary for the execution of the agreement. The data may also be transferred to any competent authority in the context of their legal duties.

The personal data of the applicant/customer is stored/saved on the computer servers of the Public Transport Administration and may be transferred to an external company responsible for the commissioning, maintenance and repair of the Pick Up stations and mKaart cards, company bound to the Public Transport Administration by a service agreement that includes the obligation for them to comply with the applicable legislation. Pursuant to Regulation (EU) 2016/679, the applicant/customer benefits from the rights guaranteed to individuals with regard to the processing of their personal data. To exercise these rights, the applicant/customer may send an e-mail to the following e-mail address: [service@verkeiersverbond.lu](mailto:service@verkeiersverbond.lu), or send a letter to the Public Transport Administration at P.O. Box 640 L-2016 Luxembourg.

The applicant/customer has the following rights:

- right of information and access to his/her personal data;
- right to rectify and delete his/her personal data;
- right to object to direct marketing practices;
- right to object to automated decision making and profiling;
- right to portability of personal data;
- right of rectification, deletion, restriction, opposition, omission of such personal data;
- right to revoke his/her consent to the processing of his/her personal data;
- right to lodge a complaint/claim with the regulatory and supervisory authority, namely the National Commission for Data Protection, C.N.P.D.

## 10. AMENDMENTS TO THE TERMS OF USE

These terms of use may be amended at any time in order to harmonise them with the regulations in force or in the event of changes in technology or practices, respectively. The new terms shall be published on the website [www.mobiliteit.lu](http://www.mobiliteit.lu). The customer shall not be systematically informed of any amendment.

## 11. FINAL PROVISIONS

If one or more provisions of these terms of use are in contradiction with the legislation or more specifically with the ministerial regulation establishing public transport fares, the clause of the legislation or ministerial regulation shall be substituted for such provisions with effect from the date as provided for in the legislation or ministerial regulation.

If one or more provisions of these terms of use are considered as null and void, unwritten, invalid, illegal, unenforceable or not applicable, the other provisions shall remain fully applicable.

Terms as of 01.03.2021