

## Subscription conditions for the YoungTicketPLUS

The YoungTicketPLUS (hereinafter Student Ticket) with electronic fare management can be obtained as an annual subscription, with the fare being debited on a monthly basis

The conditions of carriage and fare conditions of VRR as well as the following apply:

### 1. Requirements for the subscription

The requirements for issuance of the YoungTicketPLUS by the transport company to eligible persons are:

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- 1) Proof of eligibility to acquire a YoungTicketPLUS by the subscriber or his legal representative and
- 2) Conclusion of a subscription contract by the legal guardian for students who are minors or other specified entitled minors, or by adult students or other specified entitled adults and
- 3) The account holder's authorisation to debit all payments and fees resulting from the subscription contract from a current account held within the SEPA zone, until further notice and at a minimum for the duration of 12 months on a monthly basis in advance for the relevant contractual period and
- 4) That as part of the ordering process, the transport company may obtain information from a credit rating agency about the creditworthiness of the account holder. Transport companies intending to perform a credit check shall inform the subscriber / contracting party of this and shall obtain his/her signature for this purpose. The subscriber / contracting party is thereby duly informed. In the event of a negative report, the subscription application shall be rejected. In order to carry out a credit check, the surname, first name, address and date of birth are sent to the credit rating agency. The result of the check is saved by the transport company for a maximum of 6 months in compliance with data protection laws.

### 2. Conclusion of the subscription contract

The subscription contract is concluded upon transfer of the YoungTicketPLUS for the first 12 month period to the subscriber or to an authorised party by the transport company, or with payment of monthly instalments for YoungTicketPLUS tickets which have been transferred without being requested. The YoungTicketPLUS thereby goes into the possession of the subscriber. The YoungTicketPLUS is the property of the transport company. If the validity of the YoungTicketPLUS has expired, the subscriber shall be sent a new YoungTicketPLUS without it being requested. After expiry of the contractual relationship, the subscriber must return the YoungTicketPLUS to the transport company. The recipient is responsible for checking the YoungTicketPLUS for correctness and completeness. When a ticket is handed over or sent by post, the data saved on the chip is indicated in the accompanying letter. The YoungTicketPLUS data saved on the chip is authoritative. In order to check the data on the chip, the subscriber can have his YoungTicketPLUS read at a customer centre (or on his own ticket reading device). Any objections must be made known to the transport company immediately, and no more than 10 days after receipt, in writing or in person. Any later objections may not be considered.

### 3. Start and duration of the subscription

The subscription can begin on the first of any month where a SEPA direct debit authorisation has been submitted to a VRR transport company. The transport company keeps standard forms (order forms) on hand for this purpose. If a properly issued SEPA debit authorisation has not been submitted to the transport company, the beginning of the subscription shall be set for the next possible date.

The subscription is valid for a 12 month period, beginning with the 1st month of the subscription. If not cancelled prior to expiry of the contract period, it shall be extended for an additional 12 months. Eligibility to acquire must be proven again by the student at the end of the 12 month period. The subscription ends no later than the time at which eligibility ends. In this case, a special cancellation on the part of the transport company is not required. The

customer is required to inform the transport company of a change in status (e.g. completion of vocational training). If the customer fails to do this, then the monthly subscription fee for the Ticket1000 for the fare category of the YoungTicketPLUS must be paid for the elapsed time. The subscription may not be suspended for any period.

### 4. Timely debits

The account holder is required to make available the monthly debit amount, or if specified the quarterly amount, including amounts for one-off payments resulting from these conditions, in the account specified on the order form or on the current SEPA debit authorisation, on the date upon which the payment is due. Notification of the debit shall be provided directly to the account holder or indirectly via the contracting partner no later than one day prior to the first due date.

### 5. Changes to the subscription

Changes to the subscription can be made by the first day of a calendar month. The text form under German law is required for this purpose. However, the written form under German law is also permissible. Sales offices keep standard forms on hand for providing notice of changes.

In the event of an account change, a new SEPA authorisation must be submitted at the same time. Once the changes requested by the subscriber have been made, the contents of the original subscription contract or any entries made for previous changes made (data on the chip and fare information on the thermofield) become invalid at the agreed point in time. Changes are made at a customer centre or any other location designated by the contracting transport company. The previously issued YoungTicketPLUS must be returned to the transport company.

### 6. Cancellation of the subscription by the subscriber

In the event of a cancellation, the YoungTicketPLUS shall be cancelled in the transport company's customer record. Moreover, a corresponding notice shall be forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The YoungTicketPLUS must be immediately returned in good condition to the transport company. Failure to do so incurs a flat fee of 10.00 euros.

**a) Ordinary cancellation:** The subscription can be cancelled at the end of any calendar month. Notice of cancellation must be provided to the transport company at least 6 weeks prior to efficacy of the cancellation. The text form under German law is required for the cancellation. However, the written form under German law is also permissible. The cancellation is only valid if the cancellation notice has been received by the transport company by this deadline. If the deadline is not met, the subscription is considered to be continued until the end of the following month and the cancellation is postponed by one month. If the subscription is cancelled prior to expiry of the 12 month period, the difference between the subscription price and the price of the YoungTicket monthly pass shall be charged for the used period of time. This does not apply if the subscription contract has already existed for at least 1 year and the monthly amounts were paid during this period. It also does not apply in the event that the subscriber has passed away.

**b) Immediate cancellation:** The right of the subscriber to an extraordinary immediate cancellation with good cause remains unaffected. Good cause for cancellation exists in particular in the case that the subscription price increases. The subscriber may extraordinarily cancel the subscription at the time that the change of the subscription price becomes effective. The cancellation must be communicated to the transport company. The text form under German law is required for the cancellation. However, the written form under German law is also permissible. In this case, additional claims for the time already elapsed shall not be made.

### 7. Cancellation of the subscription by the transport company

In the event of a cancellation, the YoungTicketPLUS shall be cancelled in the transport company's customer record. Moreover, a corresponding notice shall be forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The YoungTicketPLUS must be immediately returned in good condition to the transport company. Failure to do so incurs a flat fee of 10.00 euros.

**a) Ordinary cancellation:** The subscription contract can be cancelled

led at the latest by the 10th calendar day of the last month of the 12 month subscription period. The text form under German law is required for the cancellation. However, the written form under German law is also permissible.

**b) Immediate cancellation:** The transport company is entitled to immediately cancel the contractual relationship if good cause exists. The text form under German law is required for the cancellation. However, the written form under German law is also permissible. Good cause for cancellation exists in particular if a debit in accordance with Section 4 is not possible or the subscriber has not provided notice regarding a change in his/her status. Another reason for immediate cancellation would be that the debit amount has not been settled within a period of 14 days, even after provision of a reminder, or if at least 3 debits have already been rejected within 12 months and the subscriber has been notified that in the event of another rejected debit, immediate cancellation shall take place without further notice. Cancellation must be made in written form under German law. Any rejected debit fees and reminder fees shall in all cases be borne by the customer. If the cancellation takes place during the first 12 month period of the subscription, the difference between the subscription price and the price of a YoungTicket as a monthly pass for the elapsed portion of the validity period shall be charged.

### 8. Loss or damage

Notification must be given to the transport company immediately in the event of a lost or damaged YoungTicketPLUS. The originally issued YoungTicketPLUS is then blocked in the transport company's customer record. Moreover, a corresponding notice shall then be forwarded to the central block list. A replacement fee of 10.00 euros is charged for a lost or damaged/destroyed YoungTicketPLUS. For each additional replacement within the 12 month contract period, a fee of 20.00 euros (including a processing fee of 10.00 euros) shall be charged.

In the event of loss of or damage to a YoungTicketPLUS, the transport company assumes no liability for damages that are incurred by the subscriber resulting from being unable to enjoy the benefits of the YoungTicketPLUS besides transport (for example the electronic wallet). Compensation/replacement of these benefits by the transport company is excluded.

### 9. Change of residence

The account holder, the subscriber, and where applicable, the legal representative are required to provide the transport company with immediate notification of any change in residence. The text form under German law is required for this purpose. However, the written form under German law is also permissible.

### 10. Refunds

A refund of any fare funds or fees due to non-use is not possible. Section 15.4 of the VRR fare conditions remains unaffected.

### 11. Legal data protection provision

Through conclusion of the subscription contract, the transport company is authorised to collect, save and use personal data arising from the contractual relationship, its termination or modification. The purpose of this is to enable ticket checks by transport companies that participate in electronic fare management procedures.

Independent of this, the transport company shall transfer data to VRR AöR regarding blocked tickets due to a report of loss, expiry or change of the contractual relationship, or due to subscriber behaviour in violation of the contract. The transport companies connected to the electronic fare management system have access to this.

The following data shall be transferred: Ticket number, identifier of issuing transport company, ticket type, date of issuance, transport association identifier, starting date of the block, and (as applicable) ending date of the block. Personal data shall not be forwarded.