

# General Terms and Conditions of Business for the Purchase and Use of a HAVAG Subscription in the Central German Transport Network (Mitteldeutscher Verkehrsverbund - MDV)



valid from 01.01.2021 as the contractual basis for your subscription

## 1. Preconditions for a HAVAG subscription (ABO)

The precondition for taking out a subscription is that either the subscriber (the other contracting party) is the holder of a current account kept in a member state of the European Union or that a third party holding such an account signs the subscription contract as a further contracting party.

A further precondition for taking out a subscription is that HAVAG is given authorisation to debit the subscription fee and other amounts that become due from the customer's account by means of SEPA core direct debit. HAVAG is given permission to collect the subscription fee from the credit institution by means of a creditor ID. The advance notice for the direct debit (prenotification) shall be sent - in deviation from the statutory regulation - within 2 days before the next direct debit. HAVAG reserves the right to perform a credit check. No subscription contract will be formed if the result of the check is negative. If the account holder is a minor, the legal representatives/guardians must guarantee the satisfaction of the requirements under the contract. The contract will not take effect until it has been signed by the legal representative. In addition to the subscription conditions, the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON, as well as the tariff regulations of the transport companies of the MDV also apply.

## 2. Joint and several liability

If the subscriber is not the holder of the account specified in the direct debit authorisation, the subscriber or guardian and the account holder shall be jointly and severally liable for compliance with all obligations (particularly payment obligations) under the subscription contract.

## 3. Formation and duration of the contract

The subscription contract will be formed through the acknowledgement of the subscription order in connection with the issue of an UmweltCard GOLD and, if applicable, the token on it/ a paper-based subscription for the subscriber or his/her authorised agent.

Subscriptions generally begin on the 1st day of a calendar month. The order must have reached HAVAG 20 calendar days before the date when the subscriber wishes the contract to begin. A subscription (except AzubiTicket Sachsen-Anhalt, AzubiTicket Sachsen) can also start flexibly. The subscription can begin with immediate effect if the subscriber pays a visit to a HAVAG-SERVICE-CENTER.

The subscription contract runs for at least 12 consecutive calendar months and applies for an indefinite period unless notice of termination is given.

In the case of a flexible start after the 1st calendar day of the current month, the minimum term of the contract starts on the 1st calendar day of the following month. On forming the contract subscribers are required to submit an official personal identity document with photo and evidence of a current bank account.

The subscription consists of the UmweltCard GOLD and, if applicable, the token on it or a paper-based subscription.

Upon receipt of the UmweltCard GOLD and, if applicable, the token/paper-based subscription on it, the data must be checked for correctness and completeness. To check this information, subscribers can read the data on the UmweltCard GOLD at the specified HAVAG-SERVICE-CENTERS or at customer terminals (overview to be found at [www.mdv.de/umweltcard](http://www.mdv.de/umweltcard)). Complaints concerning the data must be reported to HAVAG without delay, but no later than after 10 days after receipt of the card; this may be done in text form or in person. Complaints made at a later date cannot be considered.

In the case of ABO Light, ABO Light 9 am/10 am, ABO Senior and ABO Senior Partner an official personal identity document with photo (not a copy) must be presented without special request when tickets are inspected, as evidence of entitlement to use the service.

The UmweltCard GOLD and, if applicable, the token/paper-based subscription on it, remains the property of HAVAG and must be returned to HAVAG when the contract comes to an end (please refer also to the provisions under point 14).

## 4. Payment method

All subscriptions (except AzubiTicket Sachsen-Anhalt, AzubiTicket Sachsen) are issued with monthly or annual payment.

In the case of annual payment an additional discount of 5 % (except tariff zone 210 Halle where it is only 2.5 %) of the total amount will be granted in comparison with monthly payment. The AzubiTicket Sachsen-Anhalt and the AzubiTicket Sachsen are issued exclusively employing the monthly payment system.

In the case of a flexible start (with the exception of the AzubiTicket Sachsen-Anhalt and the AzubiTicket Sachsen) during a month x/30 of the monthly subscription fee will be taken as a basis for the number of days that the subscription has been used in the first month. The additional discount for annual payment will not be granted for the month of the flexible start.

## 5. Subscription for apprentices and trainees (Azubis)

In addition to point 3, the following provisions govern subscriptions for apprentices and trainees (ABO Azubi/ABO Azubi Plus): The precondition for taking out a subscription for apprentices/trainees (ABO Azubi/ABO Azubi Plus) is the presentation of a currently applicable training/apprenticeship contract. A further requirement for the validity of a subscription for apprentices/trainees (ABO Azubi/ABO Azubi Plus) is a valid customer card, a pupil identification document or similar evidence from an educational establishment (school). These must be provided with the subscriber's full personal data, a non-detachable photo firmly glued to the card and confirmation from the educational establishment for each academic year/year of training.

In addition to these requirements, a further precondition for taking out and using the 2-way option in the case of ABO Azubi Plus is the evidence of the subscriber's place of residence, educational institution (school) and training company. The evidence must be provided annually for the current academic year.

This evidence of entitlement to a reduced fare must be carried at all times and presented without special request in the case of ticket inspections. Subscriptions for apprentices/trainees (ABO Azubi/ABO Azubi Plus) are valid for certain persons and are non-transferable. If the conditions for entitlement to a reduced fare no longer apply, HAVAG must be notified immediately and the subscription must be altered accordingly or terminated.

## 6. AzubiTicket Sachsen-Anhalt (Saxony Anhalt)

In addition to point 3, the following provisions govern subscriptions for apprentices and trainees (AzubiTicket Sachsen-Anhalt): For the conclusion of an AzubiTicket Sachsen-Anhalt, the educational institution (name, address) and the training company (name, address) must be entered on the application and proven by confirmation of the vocational school or by submission of an apprenticeship contract indicating the vocational school.

A valid customer card (entitlement card) is also required for the validity of the AzubiTicket Sachsen-Anhalt. These must be provided with the subscriber's full personal data, a non-detachable photo firmly glued to the card and confirmation from the educational institution for each school and training year. This evidence of entitlement to a reduced fare must be carried at all times and presented without special request in the case of ticket inspections.

The AzubiTicket Sachsen-Anhalt is personal and non-transferable. If the conditions for entitlement to a reduced fare no longer apply, HAVAG must be notified immediately and the subscription must be altered accordingly or terminated. The obligation to notify also applies in the event of a change of residence, place of education or educational institution.

## 7. AzubiTicket Sachsen (Saxony)

In addition to point 3, the following provisions govern subscriptions for apprentices and trainees (AzubiTicket Sachsen):

The AzubiTicket Sachsen must be purchased from a transport company of the transport association in which the vocational school is located.

For the conclusion of an AzubiTicket Sachsen, the Saxon educational institution (name, address) and the training company (name, address) must be entered on the application and proven by confirmation of the vocational school on the application, on the customer card or by submission of an apprenticeship contract indicating the vocational school.

A valid customer card is also required for the validity of the AzubiTicket Sachsen. This must be provided with the subscriber's full personal data, a non-detachable photo firmly glued to the card and confirmation from the educational establishment for each academic year/year of training. This evidence of entitlement to a reduced fare must be carried at all times and presented without special request in the case of ticket inspections.

The AzubiTicket Sachsen is personal and non-transferable. If the conditions for entitlement to a reduced fare no longer apply, HAVAG must be notified immediately and the subscription must be altered accordingly or terminated. The obligation to notify also applies in the event of a change of residence, place of education or educational institution.

## 8. ABO Senior/ABO Senior Partner

The precondition for taking out an ABO Senior Partner subscription is that the contracting party is an ABO Senior. The ABO Senior subscriber must comply with the requirements for both subscriptions.

## 9. ABO Light und ABO Light 9 am/ABO Light 10 am

For tariff zone 210 (Halle) and tariff zone 110 (Leipzig), the Plus options "Take adult with you", "Take child with you" and "Transferability" can be added on a monthly basis for the ABO Light and ABO Light 9 am/10 am.

If the "Transferable" Plus Option is added, it is no longer necessary to provide evidence of entitlement to use the service on ticket inspections.

## 10. Tariff adjustments

Tariff adjustments (such as changes in ticket prices) become part of the contract.

## 11. Changes to the subscription

Changes to the subscription are possible from the 1st day of the following calendar month and must be made in text form or performed online in the subscription self-administration sector.

Changes to your personal data, such as your last name, address, school attended and similar, must be notified to HAVAG without delay. Holders of a personal subscription must visit an HAVAG SERVICE CENTER in person to report a change of name as the data on the UmweltCard GOLD and, if applicable, the token on it or on the paper-based subscription will have to be updated. As an alternative, this can also be done at one of the specified customer terminals (Overview at [www.mdv.de/umweltcard](http://www.mdv.de/umweltcard)) if the change of name has previously been notified to the other contracting party in text form with a copy of the official personal identity document with photo.

In the case of changes to the bank account data a new direct debit authorisation will also have to be signed. If this notification is received after the 10th day of the month (postal delivery date), the amount for the following month will still be debited from your previous account. Any resulting costs (e.g. reverse entries/return debits) must be borne by the subscriber/account holder.

Changes in the tariff zones, the PLUS options and/or a change to a different subscription tariff must be reported by the 10th day of the month (postal delivery date) for the following month. If this alters the subscription fee, a direct debit authorisation must be signed in this case as well.

An extension of the geographical area of validity of the AzubiTicket Sachsen during the minimum contract period is permitted; the minimum contract period does not change. A reduction or other change of the geographical area of the AzubiTicket Sachsen is only permissible within the framework of an ordinary termination of the contract after the expiry of the minimum contract period.

Only seamlessly adjoining transport networks can be combined with each other. Subscribers are responsible for having the data on their UmweltCard GOLD card updated by HAVAG at one of the HAVAG SERVICE CENTERS or the specified customer terminals (overview at [www.mdv.de/umweltcard](http://www.mdv.de/umweltcard)). Costs caused because subscribers/account holders have failed to give notification of changes in their account data or the closing of an account as well as changes in their personal data, especially the costs incurred in seeking information from the residents' registration office (Einwohnermeldeamt), must be settled by the subscriber.

## 12. Loss or damage

The subscriber must handle the UmweltCard GOLD and, if applicable, the token on it or paper-based subscription with care. Loss of or any damage must be reported to HAVAG without delay (in person or in text form). Any costs incurred due to a delay in this respect must be borne by the subscriber/account holder. The latter must also take all steps which appear appropriate to minimise the costs in the event of a loss of them.

A damaged UmweltCard GOLD and, if applicable, the token on it or the paper-based season ticket will only be replaced on presentation of the same to HAVAG. This replacement is subject to a charge if the damage has been caused by the subscribers themselves. The replacement is always subject to a charge if the card has been lost.

## 12.1 Paper-based subscription

The paper-based subscription can be reissued against a handling fee of EUR 10.00 and in return for the submission of the guarantee certificate.

A new paper-based subscription can be collected from HAVAG by the subscriber or by an authorised person (power-of-attorney necessary), or it can also be sent to the subscriber on request.

A damaged paper-based subscription will only be replaced if presented to HAVAG. The handover/dispatch of the paper-based subscription is performed exclusively by HAVAG. The prerequisite for replacement is the still existing recognisability of the damaged paper-based subscription. The paper-based subscription can be reissued against a handling fee of EUR 10.00.

### 12.2 UmweltCard GOLD

The UmweltCard GOLD can be reissued against a handling fee of EUR 10.00. Every further replacement within 24 months is subject to a fee of EUR 20.00. A new UmweltCard GOLD can be collected from HAVAG by the subscriber or by an authorised person. It can also be sent to the subscriber on request.

### 12.3 UmweltCard GOLD and annual ticket AzubiTicket Sachsen-Anhalt

The UmweltCard GOLD as well as the annual token can be reissued against a handling fee of EUR 15.00. Every further replacement within 24 months is subject to a fee of EUR 20.00. A new UmweltCard GOLD as well as the annual token can be collected from HAVAG by the subscriber or by an authorised person. It can also be sent to the subscriber on request.

### 13. Interrupting the subscription

It is possible for the subscriber to interrupt the subscription for unforeseeable and important reasons if the interruption lasts for at least 1 month (only from the first day of the month until the last day of the month), but no longer than 3 months. The interruption begins on the first of the month.

The following reasons are recognised as unforeseeable reasons (suitable evidence must be provided to HAVAG):

- ::: undertaking a health cure
- ::: serious illness/hospitalisation
- ::: temporary relocation for reasons of business (outside the tariff zones specified in the subscription contract)

Vacation, semester/summer holidays or the use of the pupil holiday ticket are not recognised as a reason for interruption.

Basis for an interruption of the subscription:

- ::: in the case of a paper-based subscription, the deposit of the paper-based subscription valid for the interruption period with HAVAG.
- ::: in the case of the UmweltCard GOLD, the change of the corresponding data on the UmweltCard GOLD. In this case it is essential that the UmweltCard GOLD is either presented at HAVAG or updated at one of the customer terminals (overview at [www.mdv.de/umweltcard](http://www.mdv.de/umweltcard)).
- ::: in the case of the UmweltCard GOLD with annual ticket AzubiTicket Sachsen-Anhalt, the deposit of the ticket valid for the interruption period with HAVAG.

If the subscriber uses the UmweltCard GOLD during the interruption, the interruption will immediately become invalid and the subscription fee has to be paid, also retrospectively, along with the higher fare in accordance with Article 9 of the Standard Terms of Carriage of the MDV, VMS, VVO, VVV and ZVON. If the subscription is interrupted, the minimum term of the contract will be extended by the duration of the interruption.

A subscription contract cannot end with an interruption during the minimum term of the contract.

### 14. Terminating the subscription

The subscription may be terminated to the end of any month. Notice of termination must be given by the 10th day of the preceding month. Any notice of termination must be made in text form or can be completed online in the subscription self-administration section.

The UmweltCard GOLD and the ticket or paper-based subscription on it must be returned by the 3rd working day after expiry and this is a prerequisite for the acceptance of the notice of termination.

If the UmweltCard GOLD and the ticket on it or paper-based subscription are not returned in due time, the cancellation shall not take effect. If notice of termination is given, the UmweltCard GOLD will be blocked as soon as it becomes invalid.

The UmweltCard GOLD must be returned undamaged to one of the specified HAVAG SERVICE CENTERS by the 3rd working day of the following month. If this is not done, a handling fee of EUR 10.00 must be paid.

All outstanding debts will become due for immediate payment and will be debited together with the final subscription fee to become due.

HAVAG has the right to debit any outstanding debts arising under the subscription contract, including the handling fee, from the account, even after notice has been given to terminate the contract.

#### 14.1 Termination by the subscriber/account holder

##### 14.1.1 Ordinary termination

Ordinary notice of termination may be given for the first time after 12 consecutive calendar months so that the contract ends on the last day of a month.

##### 14.1.2 Extraordinary termination

Extraordinary notice of termination is given if the subscription is terminated before the expiry of the minimum term of the contract. The basis for the attractive monthly subscription price will no longer apply and an extra charge will subsequently be levied for the months already travelled. In the case of ABO Light, ABO Basis, ABO Basis 9 am, ABO Premium and ABO Azubi this charge will be calculated on the basis of the difference between the monthly subscription fee and the monthly season ticket for the corresponding price levels. In the case of ABO Light 9 am/10 am, ABO Basis 10 am, ABO Azubi Plus, ABO Senior and ABO Senior Partner a charge of EUR 10.00 will subsequently be levied for each month travelled. In the case of a one-off payment, a pro rata refund is made according to the same conditions; the additional discount of 5 % or for tariff zone 210 (hall) of 2.5 % does not apply.

No subsequent charge will be levied if the following important reasons apply:

- ::: switch to the MDV Job Ticket
- ::: if the subscriber moves outside the area served by MDV (evidence to be provided in suitable form),
- ::: if there is a change in the routes of relevance for the subscriber,
- ::: death (proof of death certificate),
- ::: tariff increases by MDV. In this case the subscriber has a special right of termination within two weeks of learning of the tariff increase or the time when the subscriber should have learned of the increase (through the publication of the tariff increase).

In the event of the extraordinary termination of the AzubiTicket Sachsen-Anhalt, AzubiTicket Sachsen, the additional charge does not apply.

#### 14.2 Termination by HAVAG

The termination of a subscription contract without notice by HAVAG is possible at any time for important reasons.

Some important reasons, for instance, are if:

- ::: the subscriber/account holder fails to settle debts that have become due,
- ::: the subscriber violates the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON,
- ::: the subscriber's entitlement to a discount no longer applies.

The list is not exhaustive.

In such cases, the subscriber must immediately return the UmweltCard GOLD and the ticket on it or paper-based subscription to HAVAG. In the event of non-return, the subscriber/account holder is obliged to pay the respective monthly amount. The debt will be debited together with the final monthly subscription payment to become due.

If notice is given to terminate the contract because debts that have become due have not been paid, the UmweltCard GOLD will be blocked. Once the outstanding debts have been settled the UmweltCard GOLD can only be reactivated through a personal visit to the HAVAG SERVICE CENTER or at a known customer terminal (overview at [www.mdv.de/umweltcard](http://www.mdv.de/umweltcard)).

### 15. Due Date

The subscriber/account holder must keep the subscription fee ready to be debited from the specified account. This applies in the same way to other debts that have become due under the subscription contract.

Costs that have particularly been incurred due to insufficient funds in the account, the closing of the account or for any other reason for which HAVAG cannot be held responsible must be borne by the subscriber/account holder. They shall be due for immediate payment.

### 16. Return debits

In the case of a return debit that is not the fault of HAVAG, HAVAG will automatically debit the fee again in the following month, at the latest by the agreed debit date. The repeat debit will extend to all debts accumulated until such a time under the subscription contract, the bank charge due to the return debit and a handling fee of EUR 5.00.

If there is yet another return debit, the subscriber/account holder will be sent a reminder with a deadline for payment. This reminder will cover all existing debts, the new bank charges from the return debits as well as the handling fee of EUR 5.00. In departure from the above-mentioned procedure, HAVAG may directly trigger a demand for payment.

If HAVAG does not receive the outstanding debt by the set deadline, HAVAG will terminate the subscription contract (see point 14.2).

Furthermore, the costs then incurred in recovering the debt, especially dunning and court proceedings, namely a flat fee for disbursements (e.g. for letters, telephone calls, obtaining information), interest and charges (e.g. for information obtained from the residents' registration office (Einwohnermeldeamt)) will also become due pursuant to sections 280, 286 and 288 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).

### 17. Refunds

Refunds of transport charges due to non-use of the UmweltCard GOLD and, if applicable, the ticket on it/paper-based season ticket are not possible. Section 10 of the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON remain unaffected.

### 18. Assignment/setoff

The subscriber/account holder is not allowed to assign any claims arising under the subscription contract. The subscriber/account holder only has a right of setoff if the claim in question has been recognised through a final court judgment or is undisputed.

### 19. Shipping risk

The shipping risk will generally be borne by the sender. If any subscribers do not receive the paper-based subscription or the UmweltCard GOLD and if necessary the ticket on it by 3 working days prior to the selected start date for the contract, they must notify HAVAG without delay. If subscribers do not comply with their duty to give notification, they will be considered to have duly received the above-mentioned documents.

### 20. Privacy

HAVAG will generally use the data of the subscriber/guardian/account holder for the sole purpose of performing the contract. HAVAG will store all customer data in a protected database. This data can only be accessed by specially instructed employees who have been committed to maintain data secrecy. The data will only be disclosed to the extent necessary to perform the contract. (Thus the issue of chip cards, for instance, will be carried out by a service provider on our behalf.)

The companies receiving the data are also bound by applicable data protection law and other relevant statutory requirements. Where HAVAG is obliged to disclose data by law or by a court order, customer data will be sent to bodies that are entitled to request information. Subscribers may demand information at any time regarding the data that HAVAG stores concerning them, the recipients or categories of recipients as well as the purpose of the data storage. The necessary contact data can be found in the contractual documents. If HAVAG receives the request for information in a form other than text form, subscribers must also give their address in the request.

If HAVAG has justified doubts concerning the identity of the person making the enquiry, further checks may be initiated and the information will be provided after the person's identity has been verified. When seeking information subscribers should give a detailed account of the type of personal data about which information is to be provided (e.g. over a certain period or about a certain incident) and this should be supplemented by a relevant subject line (e.g. Request for information).

Subscribers may also exercise their right to the rectification, erasure and restriction of their data in accordance with applicable data protection law when necessary vis-à-vis HAVAG.

In order to make it possible for tickets to be inspected, HAVAG will send the MDV companies that take part in electronic fare management the following data: e-ticket number, HAVAG identification number, product, validity status, geographical and temporal validity and, in the case of personal tickets, also the encrypted name and date of birth.

Data of customers with a teilAuto subscription will be regularly checked to verify whether they meet the conditions for such a contract. Further information about data protection can be found at [www.havag.com/datenschutz](http://www.havag.com/datenschutz).

### 21. Settling consumer disputes

Participation in dispute resolution proceedings at the söp Schlichtungsstelle für den öffentlichen Personenverkehr e.V. (The German Conciliation Body for Public Transport) is subject to Article 16 (3) of the uniform conditions of carriage of MDV (Einheitliche Beförderungsbedingungen des MDV).

The place of jurisdiction is Halle/Saale.