

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

valid from 01.08.2023



1. Preconditions for a HAVAG job ticket

A prerequisite for the conclusion of a job ticket is that a framework agreement for the use of the job ticket has been concluded with the respective employer of the job ticket user. The job ticket offered is only valid for employees and trainees of this employer. It is issued in the form of a chip card.

A further precondition is that either the job ticket user (the contractual partner) 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 job ticket contract as a further contracting party.

A further precondition for the purchase of a job ticket is that HAVAG is given authorisation to debit the price of the job ticket and other amounts that become due from the user's account by means of a SEPA Core Direct Debit. HAVAG is given permission to debit the price of the job ticket from the account kept at the credit institution by means of a creditor ID. Deviating from the statutory procedure, prenotification concerning the direct debit will be given within 2 days of the next direct debit. HAVAG reserves the right to perform a credit check. No job ticket 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 job ticket 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 job ticket user is not the holder of the account specified in the direct debit authorisation, the job ticket user/guardian and the account holder shall be jointly and severally liable for compliance with all obligations (particularly payment obligations) under the job ticket contract.

3. Formation and duration of the contract

The job ticket contract will be formed through the acknowledgement of the job ticket order in connection with the issuance of a chip card for the job ticket user or his/her authorised agent.

The contract form must be stamped and signed by the respective employer or, if ordered via the job ticket portal (for authorised companies), completed and approved by the respective employer.

Job tickets are generally valid from the 1st day of a calendar month. The order must have reached HAVAG 20 calendar days, before the desired start date of the contract, or 15 calendar days for authorised companies when the contract is completed online.

The job ticket contract runs for at least 12 consecutive calendar months and applies for an indefinite period, unless notice of termination is given. The automatic renewal of the current job ticket depends on the framework agreement with the employer being renewed.

On forming the contract, subscribers are required to submit an official personal identity document with photo and evidence of a current bank account.

The job ticket is issued in the form of a chip card. On receipt of the chip card, the data must be checked to be accurate and complete. To check this information, the job ticket user can read the data on the chip card at the specified HAVAG SERVICE CENTRE, or at customer terminals (overview to be found at www.mdv.de/site/uploads/chipkartenautomat.pdf). Complaints concerning the data must be reported to HAVAG without delay, but no later than 10 days after receipt of the card; this may be done via text or in person. Complaints made at a later date cannot be considered.

The chip card remains the property of HAVAG and must be returned to HAVAG when the contract comes to an end (please refer also the provisions under point 10).

4. Validity of the job ticket

The job ticket entitles the user to use the public transport facilities of the partners in the MDV, in accordance with the tariff zones stored on the chip card.

Evidence of entitlement to a job ticket must be provided in the form of an official personal identity document with photo or a business identification card.

The job ticket user has a choice of four tariff options. Job tickets (with the exception of ABO Azubi and ABO Azubi Plus) are transferable on Mondays to Fridays from 5PM until 4AM the following day and throughout the whole day on Saturdays, Sundays, and on all public holidays in Saxony/Saxony-Anhalt/Thuringia. The job ticket is restricted to a certain person at all other times. In the case of ticket inspections, evidence of entitlement must be presented without special request in connection with the job ticket. Further additional benefits are regulated in the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON and tariff regulations of the transport companies of the MDV.

5. Job tickets for apprentices and trainees (Azubis)

In addition to points 3 and 4, the following provisions apply to job tickets for apprentices and trainees (ABO Azubi/ABO Azubi Plus):

A further requirement for the validity of a job ticket ABO Azubi/ABO Azubi Plus is a valid customer card, a pupil identification document or similar evidence from an educational establishment (school). 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.

The evidence of entitlement to a reduced fare must be carried at all times and

presented without special request in connection with the job ticket in the case of ticket inspections.

The precondition for taking out and using the 2-way option in the case of ABO Azubi Plus is evidence of the place of residence, the training centre (school), and the training company.

HAVAG must be notified immediately if the conditions for entitlement to a reduced fare no longer apply. The job ticket for apprentices/trainees must be altered accordingly or terminated.

6. Tariff adjustments

The monthly or annual amount is based on the tariffs of the Mitteldeutscher Verkehrsverbund (MDV) for the job ticket products based on the "ABO Basis", "ABO Premium", "ABO Azubi" and the "ABO Azubi Plus", as well as the discount scales agreed in the framework agreement between HAVAG and the employer, which depend on the quantity purchased or the employer subsidy, and may change in the course of a year. Employees may enquire how much these amounts are from their employer. When new tariffs come into force, they will apply to the job ticket and become part of the contract.

7. Changes to the job ticket

Changes to the job ticket are possible from the 1st day of the 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, must be notified to HAVAG via text without delay. If job ticket users change their name, they must visit a HAVAG SERVICE CENTRE in person, as the data on the chip card will have to be updated. Alternatively, this can also be performed at one of the designated customer terminals (overview at www.mdv.de/site/uploads/chipkartenautomat.pdf) if HAVAG has been notified of the name change via text beforehand.

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

Changes in the tariff zones and/or a change to a different job ticket tariff must be reported by the 10th day of the month (receipt date) for the following month.

If this alters the job ticket fee, a direct debit authorisation must also be signed in this case.

Job ticket users are responsible for having the data on their chip card updated by HAVAG at one of the HAVAG SERVICE CENTRES or the customer terminals (overview at www.mdv.de/site/uploads/chipkartenautomat.pdf).

Costs caused due to the job ticket user/account holder having failed to give notice of changes in their account data or the closing of an account, as well as changing their personal data, especially the costs incurred in seeking information from the residents' registration office (Einwohnermeldeamt), must be settled by the job ticket user.

8. Loss or damage

The job ticket user must treat the chip card with care. Loss of or any damage must be reported to HAVAG without delay (in person or via text). Any costs incurred due to a delay in this respect must be borne by the job ticket user/account holder. The aforementioned must also take all steps which appear appropriate to minimise the costs in the event of a loss of them.

A damaged/defective chip card may be withdrawn upon the ticket inspection (see Section 8 Paragraph 1 of the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON) and will be replaced by HAVAG. If the chip card is withdrawn, a replacement voucher will be issued for a maximum of 7 days.

A damaged chip card will only be replaced if presented 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.

8.1 Chip card

The chip card can be reissued for a processing fee of EUR 10.00.

A new chip card can be collected from HAVAG by the job ticket user or by an authorised person (letter of authorisation required). It can also be sent to the subscriber on request.

9. Interrupting the job ticket

It is possible for the job ticket user to interrupt the job ticket for unforeseeable and important reasons if the interruption lasts for at least 1 month (only from the first day until the last day of the month), but no longer than 3 months. The following reasons are recognised as unforeseeable reasons (suitable evidence must be provided to HAVAG):

::: Rehabilitation/curative stay

::: serious illness/hospitalisation

::: temporary relocation for reasons of business (outside the tariff zones specified in the job ticket contract).

The duration of an interruption due to parental leave/maternity leave must be agreed upon with the employer. Vacation is not recognised as a reason for an

interruption.

The basis for an interruption of the job ticket is:

::: in the case of the chip card, the change of the corresponding data on the chip card. In this case, it is essential that the chip card is either presented at a HAVAG SERVICE CENTRE or updated at one of the customer terminals (overview at www.mdv.de/site/uploads/chipkartenautomat.pdf).

If the job ticket user uses the job ticket during the interruption, the interruption immediately becomes invalid and the job ticket fee has to be paid, even retrospectively, together with the higher fare in accordance with Article 9 of the Uniform Terms of Carriage of the MDV, VMS, VVO, VVV and ZVON and the Tariff Provisions of the Transport Companies of MDV.

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

10. Terminating the job ticket

The job ticket may be terminated at the end of any month. The date of receipt of the mail is decisive for the notice of termination. Any notice of termination must be made via text or can be completed online in the job ticket self-administration section.

The chip card 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 chip card is not returned in due time, the cancellation shall not take effect. If notice of termination is given, the chip card will be blocked as soon as it becomes invalid.

Since the chip card can be reused, we kindly ask you to return it to one of the specified HAVAG SERVICE CENTRES.

All outstanding debts will become due for immediate payment and will be debited together with the final job ticket fee to become due. If the notice of termination is given at short notice at the end of the current month, it may be necessary that the following month will be debited for technical reasons. This amount will be credited to the account by the end of the following month at the latest. HAVAG has the right to debit any outstanding debts arising under the job ticket contract, including any processing fees, from the account, even after the contractual relationship has ended. Fees for return debit notes performed by the customer are not borne by HAVAG.

Job ticket users are under obligation to notify their employer that notice of termination has been given.

10.1 Termination by the job ticket user/account holder

10.1.1 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 the month.

10.1.2 Extraordinary termination

Extraordinary notice of termination is given if the job ticket is terminated before the expiry of the minimum term of the contract. If the job ticket is terminated through an extraordinary notice of termination without an important reason before the expiry of the first year of the contract, the discount in the form of the reduced monthly/annual fee will cease to apply with retrospective effect. The price of the monthly season ticket for the selected tariff zones will subsequently be billed for months already travelled.

Important reasons where there will be no subsequent charge are where job ticket user:

- ::: is no longer the company's employee
- ::: breaks off a training course before it is scheduled to end
- ::: changes their first workplace
- ::: moves to a place outside the area served by MDV (evidence to be supplied through a certificate of registration from the Einwohnermeldeamt).
- ::: is affected by a change in their relevant routes
- ::: is affected by a change of tariff due to a change in the discount levels
- ::: dies
- ::: is unfit for work for a period of at least 6 weeks
- ::: is not employed for a period of more than 6 weeks, due to maternity leave, parental leave, nursing leave, federal voluntary service, or draws a pension, enters the release phase of a partial retirement scheme or a comparable agreement regulated by a company agreement of the contracting party

10.2 Termination by HAVAG

The termination of a job ticket agreement without notice by HAVAG is possible at any time for important reasons. Some important reasons, for instance, are if:

- ::: the framework agreement between HAVAG and the employer is terminated (e.g. if the minimum order quantity of 20 job tickets is not reached)
- ::: the employer notifies HAVAG that the job ticket user has left the company
- ::: the job ticket user/account holder fails to pay debts that have become overdue. This list is not exhaustive.

In these cases, the job ticket user must return the chip card to HAVAG immediately. In the event of non-return, the user/account holder is obliged to pay the respective monthly amount. Furthermore, if the subscription contract is terminated, the outstanding debts from the subsequent charge, as well as other outstanding debts, will be due for immediate payment. The debt will be debited together with the final monthly job ticket payment.

If notice is given to terminate the contract because overdue debts have not been paid, the chip card will be blocked. Once the outstanding debts have been settled, the chip card can only be reactivated through a personal visit to the HAVAG SERVICE CENTRE and after consultation with the employer or at a customer terminal (overview at www.mdv.de/site/uploads/chipkartenautomat.pdf).

11. Due date

The job ticket user/account holder must keep the job ticket fee ready to be debited from the specified account. This also applies to other overdue debts under the job ticket contract. Costs, which 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 job ticket holder/account holder. They shall be due for immediate payment.

12. 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 up until the given time under the job ticket contract, the bank charge due to the return debit and a processing fee of EUR 5.00.

If there is yet another return debit, the job ticket user/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 processing fee of EUR 5.00. Deviating 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 job ticket contract (see point 10.2).

Furthermore, the costs then incurred in recovering the debt, especially dunning and court proceedings, namely a flat rate 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).

13. Refunds

Refunds of fares as a result of the chip card not being used are not possible. Section 10 of the uniform conditions of carriage of the MDV, VMS, VVO, VVV and ZVON remain unaffected.

14. Assignment/setoff

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

15. Shipping risk

The shipping risk will generally be borne by the sender. If any job ticket users do not receive the chip card 3 working days prior to the selected start date for the contract, they must notify HAVAG without delay. If job ticket users do not comply with their duty to give notice, they will be considered to have duly received the above-mentioned documents.

16. Privacy

Within the framework of ordering a HAVAG job ticket and for further proper processing, personal data is processed by HAVAG. Information on privacy, in particular on the responsible entity and its data protection officer, on the purposes and legal bases of data processing, on categories of recipients, on the duration of storage or deletion of personal data and on the rights of data subjects, can be found at www.havag.com/datenschutz.

17. Settling consumer disputes

Participation in dispute resolution proceedings before the "söp Schlichtungsstelle für den öffentlichen Personenverkehr e.V." (The German Conciliation Body for Public Passenger Transport) is subject to Article 16 (3) of the Uniform Terms of Carriage of MDV, VMS, VVO, VVV und ZVON.

The place of jurisdiction is Halle/Saale.

Hallesche Verkehrs-AG ABO-Kundenbetreuung (Customer Service Subscriptions)

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Getting there: Stop at S-Bahnhof (urban railway station) Neustadt