

# General conditions for the purchase and the use of a Deutschlandticket subscription (hereinafter referred to as the subscription)



valid from 01.10.2023 as the contractual basis for your subscription.

## 1. Preconditions for a Subscription

The precondition for taking out a subscription is that either the subscriber (the 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 jointly 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 in euros exclusively by means of SEPA Direct Debit. HAVAG is given permission to collect the subscription fee from 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 prior to 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 fulfillment 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 conditions of carriage of the transport companies and association organisations recognising the Deutschlandticket, as well as the fare regulations of the Deutschlandticket, 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 comes into effect with the confirmation of the subscription order in connection with the handover of a chip card to the subscriber or his authorised person or with the activation of the subscription via one of the apps provided by HAVAG.

The subscription begins 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. If you visit a HAVAG-SERVICE-CENTRE in person, you can be granted an immediate subscription in the current month.

The subscription contract is valid for an indefinite period, unless it is cancelled.

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

The subscription can be used in the form of an authorisation on a Chip Card and/or as a barcode in an app offered by HAVAG. The customer decides on this in his/her application. The medium can be subsequently changed upon request.

As proof of entitlement to use the subscription, an official identity document with photo (not a copy) must be presented without being requested at ticket checks.

### Issuance on a Chip Card:

On receipt of the Chip Card, the data must be checked to be accurate and complete. To check this information, subscribers can read the data on the Chip Card at the specified service points or at customer terminals (overview to be found at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)). 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. The Chip Card remains the property of HAVAG.

### Issuance on mobile devices:

For the issue of the season ticket on a mobile device, an additional registration of the subscriber with the app designated by HAVAG may be necessary. Following the successful registration and provision of the ticket on the mobile device, the data must be checked to be accurate and complete.

Complaints concerning the data must be reported to HAVAG without delay, but no later than 4 days before the beginning of the new month. Complaints made at a later date cannot be considered.

The subscriber must ensure that the subscription can be checked by the control staff using the respective app at any time.

## 4. Payment method

The subscription is issued with each monthly payment. In the event of immediate validity of the subscription in the current month, the full monthly amount is payable.

## 5. Tariff adjustments

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

## 6. 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, your address or similar, must be disclosed to HAVAG in text form without delay or must be changed in HAVAG's subscription portal. If you want to change your name, you can go to a HAVAG-SERVICE-CENTRE in person, as the data is on the chip card. Alternatively, in the case of the UmweltCard (Chip Card), this can also be performed at one of the designated customer terminals (overview at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)) if HAVAG has been notified of the name change in text form beforehand.

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 (receipt of post), 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 subscriber/account holder.

The change to another subscription tariff must be registered for the following month by the 10th of the month (receipt of post). If this alters the subscription fee, a direct debit authorisation must be signed in this case as well.

The subscriber is responsible for having the data on his/her Chip Card updated (change of name, change of tariff) by HAVAG at one of the HAVAG SERVICE CENTRES. In the case of the Chip Card, this can alternatively also be performed at one of the designated customer terminals (overview at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)). The change in the app on the mobile device is performed automatically when the next monthly ticket is created. Costs caused by the subscriber/account holder having failed to give notice of changes in his/her account data or the closing of an account, as well as changing his/her personal data, especially the costs incurred in seeking information from the residents' registration office (Einwohnermeldeamt), must be settled by the subscriber.

## 7. Loss or damage

The subscriber must treat the Chip Card with care. Loss of or any damage to the Chip Card 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/defective Chip Card can 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. The Chip Card can be reissued for a handling fee of € 10.00. A new Chip Card can be collected from HAVAG by the subscriber or by an authorised person. It can also be sent to the subscriber on request.

## 8. Terminating the subscription

### *8.1. Termination by the subscriber/account holder*

The subscription may be terminated at 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.

In the event of the termination of the subscription, the Chip Card or the subscription in the app will be blocked after expiry.

All outstanding debts will become due for immediate payment and will be debited together with the final subscription fee. 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 subscription contract, including the handling fee, from the account, even after notice has been given to terminate the contract. Fees for return debit notes performed by the customer are not borne by HAVAG.

### *8.2. Termination by HAVAG*

The termination of a subscription contract without HAVAG notifying the subscriber/account holder 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.

This list is not exhaustive.

In the event of termination due to non-compliance of due claims, the Chip Card or the subscription will be blocked in the app. After payment of the outstanding debts, the Chip Card or the subscription in the app can only be unlocked after a personal visit to the HAVAG-SERVICE-CENTRE - in the case of Chip Cards alternatively at one of the named customer terminals (overview at [www.mdv.de/site/uploads/chipkartenautomat.pdf](http://www.mdv.de/site/uploads/chipkartenautomat.pdf)).

## 9. Due Date

The subscriber/account holder must keep the subscription fee ready to be debited from the specified account. This also applies 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.

## 10. 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 the given point 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.

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 subscription contract (see point 8.2).

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).

## 11. Refunds

Refunds of transport charges due to not using the Chip Card or the subscription in the app are not possible.

## 12. Assignment/setoff

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

## 13. Shipping risk

The shipping risk will generally be borne by the sender. If the subscriber does not receive the Chip Card within 3 working days prior to the selected start date for the contract, the subscriber must notify HAVAG without delay. If the subscriber does not comply with his/her duty to give notification, he/she will be considered to have duly received the above-mentioned documents.

## 14. Privacy

Within the framework of the provision and use of the Deutschlandticket in the HAVAG subscription (Abo) and for further proper processing, personal data is processed by HAVAG. Information on privacy, in particular on the person responsible and his/her 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 in the attachment to your order, change, or amendment form and at [www.havag.com/datenschutz](http://www.havag.com/datenschutz).

## 15. Settling consumer disputes

Participation in dispute resolution proceedings before the söp Schlichtungsstelle für den-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 and ZVON.

The place of jurisdiction is Halle/Saale.