

# Subscription terms for the DeutschlandTicket SemesterTicket Upgrade

The following subscription terms for the DeutschlandTicket SemesterTicket Upgrades shall apply to the issuing of the DeutschlandTicket SemesterTicket upgrade in VRR or by the transport companies in VRR.

The effectiveness of these subscription terms for the DeutschlandTicket SemesterTicket upgrade shall be linked to the actual introduction of the DeutschlandTicket and to the associated fully financed and agreed term. The subscription terms for the DeutschlandTicket SemesterTicket upgrade shall be rendered ineffective at the time of termination of the DeutschlandTicket without any need for termination.

The VRR conditions of carriage and tariff provisions apply here, along with the following:

## 1. Requirements for the subscription

Tickets are issued on a subscription basis if a VRR transport company is authorised by a customer to debit all fees and charges resulting from the subscription contract every month in advance until further notice from a current account held in the SEPA area. This shall require text form. Written form is also permitted.

The transport company provides forms (order forms) for this purpose. Any alternative requirements for the subscription according to the respective GTC of the transport companies shall further apply to the online shops/apps.

As part of the application check, the transport company may collect information on the creditworthiness of the subscriber and account holder from a credit agency. Transport companies wishing to perform a credit check shall inform the subscriber/contracting partner in advance and obtain their signature. The subscriber/contracting partner is thereby informed of this. In the event of a negative result, the subscription application shall be deemed rejected. The credit check requires transmission of surname, first name, address, and date of birth to the credit agency. The transport company shall store the result of this check for up to 6 months in compliance with data protection regulations.

## 2. Conclusion of the subscription contract

Students with a valid VRR-SemesterTicket and a valid NRW-SemesterTicket can purchase an additional ticket for a valid SemesterTicket at a surcharge until 31/12/2023. The subscription contract shall enter into effect with the activation of the subscription via an app provided by VRR or the associated transport companies. The ticket is in the subscriber's possession. The DeutschlandTicket SemesterTicket upgrade shall be issued on a mobile device via VDV or UIC barcode. The subscriber must additionally register with an app provided by VRR or the transport companies in VRR for issuing of the DeutschlandTicket SemesterTicket upgrade on a mobile device.

Following successful registration and provision of the DeutschlandTicket SemesterTicket upgrade on the mobile device, the data must be checked for accuracy and completeness. Complaints must be raised with the transport company without undue delay, but no later than 10 days after receipt, in writing or in person. Subsequent complaints may not be considered.

The subscriber must ensure that the inspection staff can check the subscription in the respective app used at any time.

If no valid travel authorisation can be presented at a ticket inspection, increased transport charges (Erhöhtes Beförderungsentgelt; EBE) will apply.

## 3. Start and duration of the subscription

Cf. on this the tariff provisions of the DeutschlandTicket: Chapter 3 "Term of Contract and Termination".

## 4. Direct debit on time

The account holder shall be obligated to have the monthly direct debit amount in accordance with these terms and conditions in the account specified in the current SEPA mandate on the due date for payment. The account holder shall be notified of the collection via the contracting partner at least one day before the first due date.

Any alternative payment procedures for the subscription according to the respective GTC of the transport companies shall further apply to the online shops/apps.

## 5. Ticket inspection

Tickets shall be invalid if they do not comply with the regulations of the conditions of carriage or tariff provisions or supplements to the VRR tariff provisions for the VRR-eTariff in the Verkehrsverbund Rhein-Ruhr, or if they are used contrary to the regulations. This shall also apply in particular to tickets that could not be shown due to technical defects, e.g., if the battery is flat. Customers must open their apps with the DeutschlandTicket SemesterTicket upgrade filed on them when requested to do so by the inspection staff during the ticket inspection.

The customer must show the DeutschlandTicket SemesterTicket upgrade to the inspection staff on the display of their mobile device for inspection. The customer will operate the mobile device. Customers are obligated to prove their identity using official photo ID upon request during ticket inspections.

## 6. Changes to the subscription

Changes to the subscription are possible to the start of the next month of validity. This shall require text form. Written form is also permitted.

The sales offices can provide forms for notification of change requests. In the case of account changes, a new SEPA mandate must be submitted at the same time.

With the change made at the request of the subscriber, the contents of the original subscription contract or the entries made during previous changes on the ticket shall be rendered invalid at the agreed time. The change will be made at the KundenCenter or at an otherwise designated location of the contracting transport company.

Any alternative change specifications for the subscription according to the respective GTC of the transport companies shall further apply to the online shops/apps.

## 7. Termination of the subscription by the subscriber

In case of termination by the subscriber, the subscription will be blocked in the app in the customer file of the transport company upon expiry. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The transport company must be notified of the termination. Notice of termination shall require text form. Written form is also permitted.

Any alternative termination options for the subscription according to the respective GTC of the transport companies shall further apply to the online shops/apps.

A termination fee shall not be charged.

### a) Proper termination

The DeutschlandTicket SemesterTicket upgrade shall be issued for one calendar month and shall automatically be renewed unless terminated by the 10th day of a month for the end of the month. The termination shall enter into effect at the end of the last month of the subscription.

### b) Termination without notice

The subscriber's right to extraordinary termination without notice for cause shall not be affected. Cause for termination for the subscriber shall in particular apply in the case of an increase in the subscription price. The subscriber may then terminate the subscription for cause at the time the change in the subscription price takes effect.

## 8. Termination of the subscription by the transport company

In case of termination by the transport company, the subscription will be blocked in the app in the customer file of the transport company upon expiry. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR.

Any alternative specifications for the subscription according to the respective GTC of the transport com-

panies shall further apply to the online shops/apps.

Notice of termination shall require text form. Written form is also permitted.

### a) Proper termination

The subscription contract may be terminated no later than at the end of the current month of the subscription.

### b) Termination without notice

The transport company has the right to terminate the contractual relationship without notice for cause. Cause for termination shall be deemed present in particular if direct debiting is not possible in accordance with item 4. Cause for termination without notice shall also be present if the debited amount is not paid within a period of 14 days, even after a reminder, or if at least 3 return debits have already occurred in a period of 12 months and the subscriber has been informed that termination without notice would be declared without further reminder in the event of another return debit. Any chargeback and reminder fees shall be borne by the account holder in any case.

## 9. Loss or destruction

Loss or destruction of a ticket must be reported to the transport company without undue delay. The originally issued ticket will then be blocked in the transport company's customer file. A corresponding note will also be forwarded to the central customer file of the VRR.

In the event of loss or destruction of the ticket, the transport company shall not accept any liability for damage incurred by the subscriber due to their inability to use any other benefits generated by the ticket in addition to the transport service. Compensation for such benefits by the transport company shall be excluded.

## 10. Change of residence

The account holder, the subscriber, and, if applicable, their legal representative are obligated to notify the transport company of any change of residence without undue delay. This shall require text form. Written form is also permitted.

## 11. Refunds

Refunds of transport charges due to non-utilisation are not possible. Item 15.4 of the VRR tariff provisions shall not be affected by this.

## 12. Data protection regulations

By entering into the subscription contract, the transport company acquires the right to collect, store, and use personal data resulting from the contractual relationship, its termination, or its amendment. This takes place in order to enable ticket inspections by transport companies participating in the electronic fare management procedure.

Irrespective of this, the transport company shall provide VRR AöR with data on blocking of the ticket due to reported loss, expiry, or change of the contractual relationship or subscriber actions in breach of contract. The transport companies connected to the electronic fare management system have access to this information.

The following data will be transmitted: Identifier of the issuing transport company, ticket type, date of issue, association identifier, start date of blocking, end of blocking if applicable. No personal data will be forwarded.

Any alternative data protection provisions for the subscription according to the respective GTC of the transport companies shall further apply to the online shops/apps.