

## Subscription conditions - BärenTicket

The BärenTicket in electronic fare management can be purchased as an annual subscription with monthly fare collection.

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 validly authorised to debit all fees and charges resulting from the subscription contract every month in advance until further notice, but at least for a period of 12 months, from a current account held in the SEPA area for the respective period of the contract. The transport company provides forms (order forms) for this purpose. 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

The subscription contract shall enter into effect for the first 12-month period upon handover of tickets to the subscriber or their authorised representative by the transport company or with the payment of monthly instalments for tickets sent without prompting. From the 12th month onwards, the subscription period shall be one month until further notice unless the subscriber terminates at the end of the current month of the subscription. If the subscription is not terminated, the contractual term of the current month shall automatically extend by one further month.

The ticket is in the subscriber's possession. The transport company retains title in the chip card. If the ticket has expired, the subscriber will be sent a new ticket without prompting. After the contractual relationship expires, the subscriber must return the ticket to the transport company intact. If the ticket is handed over or mailed, the cover letter will state the data stored on the chip. The ticket data stored on the chip are decisive.

The recipient (here: transport company) must check the ticket for correctness and completeness. The subscriber can read their ticket at the KundenCenter (or with their own reader) to check the information on the chip. 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.

### 3. Start and duration of the subscription

The subscription may commence on the 1st day of each month if the SEPA direct debit mandate has been received by a VRR transport company. The transport company provides forms (order forms) for this purpose. If the transport company does not have the duly issued SEPA direct debit mandate, the commencement date will be the next possible date.

The subscription period shall be one month until further notice unless the subscriber terminates at the end of the current. If the subscription is not terminated, the contractual term of the current month shall automatically extend by one further month. Details on termination are set out in item 6 of these subscription terms. Pausing of the subscription is not possible.

### 4. Direct debit on time

The account holder is obligated to keep the monthly direct debit amount or, if intended, the quarterly amount as well as any amounts for one-off payments under these terms and conditions in the account specified in the order form or in the current SEPA mandate ready for the due date of payment. The account holder shall be notified of the collection directly or indirectly via the contracting partner at least one day before the first due date.

### 5. Changes to the subscription

Changes to the subscription are possible at the 1st day of the next calendar month. 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 (data on the chip and tariff features on the thermal field) 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. The originally issued ticket must be returned to the transport company.

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

In case of termination by the subscriber, the ticket will be blocked in the customer file of the transport company. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The ticket must be returned to the contracting company without undue delay and undamaged. Otherwise, a flat fee of 10.00 euros shall arise.

**a) Proper termination:** The subscription can be terminated at any time during the term at the end of a calendar month without any period of notice. The notice of termination shall be effective only if it is received by the transport company by the last day of the current month of the subscription. The termination shall then enter into effect at the end of the last month of the subscription. Notice of termination shall require text form. Written form is also permitted.

**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. The transport company must be notified of the termination. This shall require text form. Written form is also permitted.

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

In case of termination by the transport company, the ticket will be blocked in the customer file of the transport company. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The ticket must be returned to the contracting company without undue delay and undamaged. Otherwise, a flat fee of 10.00 euros shall arise.

**a) Termination without notice:** The transport company has the right to terminate the contractual relationship without notice for cause. Notice of termination shall require text form. Written form is also permitted. 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 customer in any case.

**b) Proper termination:** The subscription contract may be terminated at the end of the current month of the subscription. Notice of termination shall require text form. Written form is also permitted.

### 8. 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. A lost or destroyed ticket will be replaced for a fee of 10.00 Euro. A fee of 20.00 Euro (including a handling fee of 10.00 Euro) will be charged for any additional replacement issue within the 12-month contract period.

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 (e.g., the electronic wallet). Compensation for such benefits by the transport company shall be excluded.

### 9. 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.

### 10. 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.

### 11. 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: Card number, 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.

### 12. SchnupperAbo

Within the scope of promotional campaigns limited in time and place (SchnupperAbo; trial subscription), transport companies may grant the new annual subscription customer a period of notice for early termination at the end of the 3rd month of the subscription. In this case, the subscriber may terminate the contract at any time within the first 3 months for the end of the 3rd month of the subscription. This shall require text form. Written form is also permitted.

In this case, collection of the flat fee in accordance with item 6a (corresponding to item 16.1.6 in the manual) of the terms for an annual subscription with monthly fare collection is waived. Otherwise, the above provisions shall apply accordingly. Subscribers are informed that the provisions of the SchnupperAbo deviate from the other provisions in the order form.