

## Subscription terms for the SchokoTicket

SchokoTickets with 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

Requirements for issuing of the SchokoTicket to eligible pupils by the transport company are:

- 1) proof of eligibility for purchasing the SchokoTicket by the subscriber or their legal representative, and
- 2) conclusion of a subscription contract for minor pupils by the parent or guardian or by the adult pupil, and
- 3) authorisation of the account holder to collect all fees and charges resulting from the subscription contract from a current account held in the SEPA area until further notice, but at least for a period of 12 months monthly in advance for the respective contract period, and
- 4) allowing the transport company to obtain information on the creditworthiness of the account holder from a credit agency as part of the application review. 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 of the account holder 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 a SchokoTicket to the subscriber or their authorised representative by the transport company or with the payment of monthly or quarterly instalments for SchokoTickets sent without prompting. The SchokoTicket is in the subscriber's possession. The transport company's retains title of the SchokoTicket. If the SchokoTicket has expired, the subscriber will be sent a new SchokoTicket without prompting. After the contractual relationship expires, the customer must return the ticket to the transport company. The recipient (here: transport company) must check the SchokoTicket for correctness and completeness. If the SchokoTicket is handed over or mailed, the cover letter will state the data stored on the chip. The SchokoTicket data stored on the chip are decisive. The subscriber can read their SchokoTicket 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 is generally valid for a period of 12 months, starting with the 1st subscription month, except if the subscriber terminates the subscription early during the period indicated and against payment of a flat fee. Details on termination are set out in item 6 of these subscription terms. Eligibility for purchasing and to continuing to use the ticket must be documented again by a pupil beyond compulsory school age (over 15 years of age) at the beginning of each school year. The subscription shall end at the time when school education is completed. In this case, no special notice of termination is required on the part of the transport company. The customer is obligated to inform the transport company of any change of status. If the customer fails to do so, the monthly subscription price of the Ticket1000 at fare levels A1/A2/A3 must be paid for the past period. 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 contract due to a change in the status of the subscriber

The subscriber or their legal representative are obligated to inform the transport company of any change of status (discontinuation or acquisition of eligibility within the meaning of § 97 or § 118 (3) of the School Act of NRW (Schulgesetz NRW), change of school to a city not affiliated with the SchokoTicket procedure or to a school authority not affiliated with the SchokoTicket procedure, end of school education). Changes to the subscription are possible to the 1st day of a calendar month. The subscriber must notify the transport company of the change in status in writing or in person 6 weeks before the change takes effect. 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.

The entries made on the SchokoTicket on the basis of the original subscription contract (data on the chip and tariff features on the thermal field) will be rendered invalid upon the change. If the subscriber's eligibility within the meaning of § 97 or § 118 (3) of the Schools Act NRW ceases to exist, the subscriber must pay the difference to the current transport charge for the freely available SchokoTicket for each subsequent month in which no change of status is submitted to the transport company. The originally issued SchokoTicket must be returned to the transport company by the 3rd working day following entering into effect of the status change. The change will be made at the KundenCenter or at an otherwise designated location of the contracting transport company. If this deadline is missed, 1/30 of the current transport charges for the freely available SchokoTicket shall be paid as contractual liquidated damages for each subsequent day, including the day of return. Proof that a higher damage was incurred is reserved. The amount to be paid shall be commercially rounded to the nearest 5 cents.

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

In case of termination by the subscriber, the SchokoTicket will be blocked in the customer file of the transport company. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The SchokoTicket must be returned to the transport company without undue delay. 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 price of the ticket, loss of eligibility within the meaning of § 97 or § 118 (3) of the School Act NRW or a change of school to a city not affiliated to the SchokoTicket procedure. If the subscription price is changed, the subscriber or their legal representative may give extraordinary notice of termination of the subscription as of the date on which 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 SchokoTicket will be blocked in the customer file of the transport company. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The SchokoTicket must be returned to the contracting company without undue delay. 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 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 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 or if the customer has not notified the transport company of any changes to their status. 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.

### 8. Loss or destruction

Loss or destruction of a SchokoTicket must be reported to the transport company without undue delay. The originally issued SchokoTicket will then be blocked in the transport company's customer file. A corresponding note will also be forwarded to the central block list of the VRR. A lost or destroyed SchokoTicket 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 SchokoTicket, 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 SchokoTicket 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 2.15.4 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.