

General Terms and Conditions for the hvv Deutschlandticket as a Jobticket

Preamble

Deutschlandtickets as hvv Jobtickets are subscription season tickets issued by the Hamburger Verkehrsverbund (hvv) which can be used by employees via their companies (Corporate Clients) as part of a Corporate Client Subscription programme (Großkundenabonnement GKA). The transport companies affiliated in the hvv have delegated the overall management of the GKA to S-Bahn Hamburg GmbH (S-Bahn), Hammerbrookstraße 44, 20097 Hamburg in a Business Management Contract authorizing them to carry out the management of the programme on their behalf.

The contractual relationship between S-Bahn and the Corporate Clients is regulated in GKA contracts based on the following premises of:

- Section 7.1 of the hvv Communal Tariff (Gemeinschaftstarif) in a contract directly with S-Bahn (direct contract) or
- Section 7.2 of the hvv Communal Tariff (Gemeinschaftstarif) in a contract concluded by the sales partner of S-Bahn as their agent (inclusion agreement).

These contracts are governed by the hvv Communal Tariff (Gemeinschaftstarif), in particular Section 7.1, as well as these present "General Terms and Conditions for the hvv Deutschlandticket as a Jobticket" (GTC) in the currently valid version. The provisions of the hvv Communal Tariff (Gemeinschaftstarif) applicable to the Deutschlandticket as a Jobticket are summarized in the separate pre-printed form "Terms and Conditions of Use for hvv Deutschlandtickets and hvv Deutschlandtickets as a Jobticket" (Terms and Conditions of Use), which is also available in digital form.

Company master data | Disclosure

The Corporate Clients hereby declare by their signature to the GKA that they agree,

- to provide truthful, accurate, up to date and complete details of their company and its employees (company master data) and to promptly notify any changes to S-Bahn and/or the sales partner as well as
- to disclose all information described in the following sections of this agreement during the validity and after the expiry of this agreement.

Corporate Client manager | contact person

Prior to this agreement coming into force

- S-Bahn or the sales partner shall name a Corporate Client account manager. The Corporate Client shall name a person among their employees who shall be responsible for ensuring the correct application of the GKA contract and shall have the function of acting as a binding representative of the Corporate Client in dealings with S-Bahn as well as one further person to act as deputy of the person named. S-Bahn or the sales partner shall be informed in writing of any change of the persons named.
- The Corporate Client shall name a person among their employees and in each case a deputy who shall be responsible for the administration of the hvv Jobtickets in the online administration platform (dashboard). The person named as contact person by the Corporate Client will receive an online access to the resources and information which they need to perform their function. In addition the contact person at the Corporate Client and their deputy shall receive online access data to the dedicated company online administration platform (dashboard).

The Corporate Client will be promptly informed by S-Bahn/ the sales partner of any modifications or updates to this information. A personal instruction session for the contact person can be arranged by consultation with S-Bahn/the sales partner.

Provision of digital hvv Jobtickets to the Corporate Client

Following the signing of the contract, S-Bahn/the sales partner will ensure that the contact person named by the Corporate Client receives access data to the administration dashboard. For the provision of the hvv Jobtickets, an invitation link to be sent to their employees is made available to the Corporate Client in the dashboard. After receiving the invitation link, the Corporate Client's employees, after setting up a personal user account in their subscription portal (Abo Portal) and consenting to the data privacy policy and the GTC and the Conditions of Use, can order their hvv Jobticket and call it down. The employee has the option of viewing the personal and the application-related data in their administration dashboard and adapting it when needed (e.g. name and personnel number).

Tasks in the Corporate Client subscription programme and collection of fare money

The Corporate Client

- Invites their employees to apply for a digital hvv Jobticket via the invitation link,
- Checks the Jobticket applications and releases them via the dashboard,
- Cancels hvv Jobtickets in the dashboard if employees whose fare money can no longer be deducted from their salary have not cancelled their hvv Jobticket themselves,
- ensures that fare money is refunded in the event of illness pursuant to the Terms and Conditions of Use,
- pays the ticket users at least the travel allowance stated in the Tariff Conditions,
- ensures that the fare money is collected each month from the participants' payroll account,
- separates the fare money deducted in this way from the participants by a suitable procedure from his own business assets and holds it on a separate dedicated account set up for this purpose,
- supports advertising activities of S-Bahn directed at their employees to attract new participants,
- informs Jobticket users about tariff changes without delay following their announcement by S-Bahn,
- answers any enquiries which may be necessary in connection with ticket inspections.

Payments and comparison of debit position

The Corporate Client will ensure that the fare money retained from employees is remitted each month/releases the fare monies for direct debit from their business account on the agreed due date in a single sum. The due date is synchronized with the date for the payment of salaries and is at the latest the last working day of the month.

S-Bahn/the sales partner determines the debit position of the fare money according to the digitally activated hvv Jobtickets and makes an invoice document or proof of payment available, taking account of any refunds of fare money which may be due.

In the case of inclusion agreements, the sales partner will debit the Corporate Client with the monthly amount of fare money each month.

Right of inspection for S-Bahn

S-Bahn is entitled to carry out checks to monitor compliance with the contractual duties of the client.

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Validity | Termination of the contractual relationship

GKA contracts are concluded for an indefinite period, but with a minimum term of 12 months. They can be terminated by either partner giving notice of three months. S-Bahn has the right of extraordinary termination without notice if

- the prerequisites for concluding Corporate Client Subscription contracts pursuant to Section 7.1 or 7.2 of the hvv Communal Tariff (hvv Gemeinschaftstarif) do not exist or no longer exist or
- the due date for the monthly transfer of fare money has been repeatedly missed despite reminders or the asset position of the Corporate Client deteriorates or
- the Corporate Client fails to take precautions to prevent improper use of the dashboard or
- in the event of other serious breaches of the Corporate Client's contractual obligations.

When changes to the tariff or material modifications to these GTC are made, the Corporate Client has a right of extraordinary termination at the date the tariff changes or the modifications to these GTC come into force which must be exercised within fourteen days of the announcement of such changes or modifications by S-Bahn; separate arrangements apply in the case of sales partners.

The termination must be in writing.

Liability | failure to comply with contractual obligations

The parties to this contract are mutually liable for the proper and prompt performance of the duties accepted by them for their part of this contract pursuant to the Terms and Conditions of Use for hvv Jobtickets and these GTC.

Data privacy

Personal data from GKA Contracts will be stored and used by S-Bahn and the sales partners exclusively for the performance of the relevant contract and protected, pursuant to § 6 Par. 1 No. 1 GDPR. If and when personal data in connection with the contract are transferred to third parties within the framework of the contract, S-Bahn or the sales partner undertakes to ensure that such data is processed or used exclusively for the purposes intended by the contract.

Final provisions

If any provision of these GTC should be or be found to be invalid, this shall be without effect for the other provisions, which shall remain in full force and effect. The parties to the contract are obliged to remove the invalid provision and to replace it with a valid provision which most nearly gives effect to the purpose mutually intended by them. The same applies in the event that these GTC should prove to be incomplete. Place of performance and of jurisdiction is Hamburg.