

General Terms and Conditions of Use

§ 1 Where these apply

The following General Terms and Conditions of use (hereinafter `Terms`) apply to several contracts between the Wolfsburger Verkehrsgesellschaft mbH, Borsigstraße 28, 38446 Wolfsburg (hereinafter WVG) and our customer (hereinafter `You`)

§ 2 Use of App and Transport Services as Service Products

1) The WVG offers an application (hereinafter `App`) available on various platforms which can be downloaded free of charge and installed onto an Internet-linked mobile device. You must be at least 18 years old to accept these Terms and use this App.

Use of the App enables you to communicate with the WVG `PlusBus` booking system in order to make a transport service request. Your request will be booked on availability under the conditions specified in the App (hereinafter `Service`).

2) WVG offers its PlusBus service from any stop in the Wolfsburg city area to the destination stop in the Wolfsburg city area from Monday till Friday from 10am till 2pm and from 4pm to 8 pm and every Friday to Saturday 8pm – 5am and every Saturday to Sunday 8pm- 8am. The service is not available on Sundays and public holidays. The PlusBus transports several passengers together with similar routes to their requested destinations.

Ideally when used to full capacity, the PlusBus leads to less traffic, reduces costs and saves on resources (hereinafter `Concept`)

3) On making a booking, you enter a separate legal contract of carriage costs for each journey. This contract of carriage is concluded with the WVG in accordance with § 10 of these Terms. You will pay a transport fare for the PlusBus at the ticket price for tariff zone 20 (Wolfsburg in accordance with the Terms (hereinafter referred to as `fare`). The fare must be paid for each person transported.

Use of the App

§ 3 Use of the App

1) WVG provides an App to allow you to make enquiries and book transport services in line with the Concept. The use of this App is free of charge. A contractual

relationship subject to a charge is only established on conclusion of a transport contract at the start of the journey.

2) You will be responsible for any costs charged by your network provider and /or Internet service when using a mobile end device to access the App. The service offered by this App does not include access and connectivity to the Internet. Moreover, you, the customer, shall carry the expenses and be responsible for the technical requirements, the configuration and performance of the mobile end device as well as ensuring required software updates.

§ 4 Booking of Transport Services

1) To book a transport service, send a non-binding journey request via the App and enter the necessary key data for the desired transport service. The WVG's booking system analyses all options for the request using the Concept and will notify you on your mobile device whether the requested transport service can be carried out.

2) If you have any luggage that exceeds the usual hand luggage size, you will need to book an additional seat. WVG reserves the right to refuse transport to any customer in the event of non-compliance. If you are travelling with babies and children less than 150 cm tall or under 12 years, you must carry an appropriate child seat. Otherwise, they will not be taken in the carriage. Bicycles cannot be transported by the PlusBus. The transport of a wheelchair or a buggy that can be folded is possible and must be requested by app or telephone. Regarding the availability of the storing position we refer to §4 1).

3) If a journey request can be carried out, the Service offers you the option to book the transport service under the conditions specified in the App. WVG guarantees the specified fare in accordance with Section 14 (1) of these Terms. You will receive confirmation of the booking on your mobile device.

4) Use of the App, in particular for completing the booking process, does not constitute the conclusion of a transport contract with WVG.

§ 5 Availability and Changes

1) As the user of the App and Services, you do not have a claim to continual, uninterrupted availability or to perfect and timely transmission of information. WVG reserves the right to change the App in a manner reasonably acceptable to the user and at its own discretion. This will be, in particular, to enhance functionality of the App and Services, to improve performance and to reflect changes to the operating system.

2) WVG is also entitled to stop offering the App and discontinue the service at any time, without informing customers individually. However, information in this regard will be provided in good time via the homepage www.wvg.de.

3) You, the customer, similarly have no claim to a subsequent contract of carriage. In particular, WVG only offers transport services during the respective and currently available operating hours. WVG reserves the right to change these times at its own discretion or to discontinue the service altogether.

§ 6 Rights of Use and Obligations

1) Subject to the following restrictions and conditions, WVG grants the customer a limited, non-exclusive licence which may not be sub-licensed, is revocable but non-transferable. This licence is for private installation and use of the App on their mobile device. It allows access to and use of all content, information and related material made available through the App.

2) WVG does not grant you, the customer, any rights to the App beyond the provision of paragraph 1 above. You are not entitled to copy, market or otherwise profitably exploit the App or to make changes to the App. In particular, you are not entitled to examine how the App functions, decompile it, disassemble it into components, reconstruct or use its code or other components for creating derivative software programs. Any rights according to §§ 69d and 69e UrhG (Copyright Act) remain unaffected.

3) You, the customer, must use the App so as not to impair its operation or function. You are not allowed to gain unauthorised access to or impair any part of the App and the systems or networks connected to it.

4) The customer is not permitted to remove references to copyrights, trademarks or other property rights of WVG from any part of the App.

§ 7 Liability Related to Using the App

1) WVG is liable for damages in accordance with the statutory provisions, unless otherwise stipulated below. In the event of a breach of duty - regardless of the legal grounds - WVG shall be liable for intent and gross negligence. Subject to a milder standard of liability in accordance with statutory provisions, WVG shall be liable only in the event of simple negligence:

a) for damages resulting from injury to life, limb or health and

b) for damages arising from breach of an essential contractual obligation (the fulfilment of which is a prerequisite for the proper operation of the transport service and which the customer regularly relies and may rely on to be observed); in this case, however, liability is limited to compensation for damage which is foreseeable and typical when it occurs.

2) The above limitations of liability shall also apply in the event of breaches of duty by persons for whose fault WVG is responsible in accordance with statutory provisions.

§ 8 Exemption

If the customer culpably violates an obligation arising from these Terms or if the customer culpably violates the rights of third parties through or during the use of the App and if WVG is claimed responsible by third parties as a result, the customer shall exempt WVG against any liability towards these third parties and the costs of legal action. The customer undertakes, if third parties assert claims against WVG due to the infringement or violation of rights, to provide WVG with all information required for defence.

§ 9 Data Protection

WVG collects, processes and uses personal data in accordance with the provisions of the WVG data protection declaration. By using the transport service or the App, the customer agrees to WVG's data protection declaration.

Contract of Carriage

§ 10 Contractual Partner for Transport Service

The customer concludes a separate contract of carriage with WVG subject to a charge for each journey.

§ 11 Concluding a Contract

1) Upon commencement of the journey, WVG and the customer conclude a contract of carriage for the transport service as defined in the previous booking. The journey begins as soon as the customer boards the PlusBus.

2) Upon conclusion of the contract, the customer agrees to the concept according to § 2 (2) of these Terms. In particular, you, the customer, agree to share the PlusBus with other customers where it is appropriately in line with the Concept. A collective journey can also ensue in the time between the booking and the conclusion of the contract or even after the conclusion of the contract if the WVG booking system assigns the journey request of another customer to the transport service based on the Concept. The customer expressly accepts any delays during the transport service resulting from the implementation of the Concept.

§ 12 Not Carrying Out a Booking

- 1) A booking will not be executed if it is cancelled by WVG or by the customer prior to booking confirmation.
- 2) A booking will also not be executed if the customer, for whatever reason, does not show at the starting point and confirmed pick-up time specified in the booking. In this case, WVG will not make any efforts to locate the customer for transport service.
- 3) If a booking is not carried out for reasons given in paragraphs 1 and 2, no claims arise on either side.
- 4) WVG reserves the right to decline customers transport in the PlusBus, especially if they disrupt business operations or behave disrespectfully towards the driver.

§ 13 General Terms and Conditions for Transport Services

- 1) You, the customer, are obliged to follow the driver's instructions related to the journey during transport. You must behave considerately towards other passengers and the driver. WVG reserves the right to decline transporting customers whose behaviour towards other passengers and the driver is inappropriate.
- 2) Consumption of food and drinks on the PlusBus is not permitted.
- 3) WVG reserves the right to decline transporting customers who are highly intoxicated or under the influence of other intoxicating substances.
- 4) WVG reserves the right to charge the passenger cleaning costs if they willfully soil the vehicle.
- 5) The carriage of animals is prohibited without exception out of consideration for customers with allergies.

§ 14 Fares for Transportation

- 1) You, the customer, pay a transport fare for the PlusBus at the ticket price for tariff zone 20 (Wolfsburg). Children under 6 years of age do not pay if they are accompanied by a paying person.
- 2) Passengers with a ticket for tariff zone 20 (Wolfsburg) valid at the time of carriage don't need an additional ticket.

§ 15 Payment

- 1) You must pay the fare as defined in §14 of these Terms to WVG before the start of transport. You must pay the fare in cash to the driver of the PlusBus.
- 2) Keep the correct fare counted and ready. The driver is not obliged to return change on banknotes which exceed €10.00 or to accept one or two cent coins for amounts over 10 cents or accept considerably damaged banknotes or coins.

§ 16 Liability in Case of Accidents

- 1) Passengers on the PlusBus travel at their own risk and waive - except in cases of intent and gross negligence - WVG's responsibility for any accidental damage, where this cannot be compensated by any insurance claim. This waiver does not apply to cases where there is injury to life, limb and health, in so far as the accident was caused by WVG; nor does it apply to damages arising from a breach of essential contractual obligations (cardinal obligations). Essential contractual obligations are those which enable the contract of carriage to be fulfilled in the first place and on whose fulfilment the customer relies and may rely.
- 2) Liability for damage to property of passengers is excluded where the damage exceeds 500 euros and is not due to intent or gross negligence.
- 3) If, in the event of an accident, a third party is liable for damages in addition to WVG, you shall limit your damages claim to the partial amount the third party is liable for.
- 4) In the event that a secondary charge is brought forward, the customer will waive reimbursement of costs vis-à-vis WVG resulting from the secondary charge where these are not covered by legal insurance.
- 5) For damage which does not constitute accidental damage in the above sense, WVG's liability shall be determined in accordance with § 7 of these Terms.

§ 17 Final Provisions

- 1) Should individual provisions of these Terms be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 2) WVG is entitled to amend the Terms at any time, insofar as this is to a reasonable extent for the customer. WVG shall inform the customer of this by means of the App. If the customer agrees to the amended Terms, a continuation of the business relationship shall be governed solely by these. If not, the service will no longer be available to the customer.
- 3) These Terms and the contractual relationship between you and WVG shall be governed by the laws of the Federal Republic of Germany to the exclusion of inter-

national uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

4) Provided that there are no mandatory statutory provisions to the contrary, the place of jurisdiction for all legal disputes arising from this contract or in connection with it shall be the registered office of WVG for all parties involved.

5) Legal notice on consumer dispute resolution: WVG does not participate in dispute resolution proceedings before a consumer arbitration board.