

The contract language is German. Only the German text of these Conditions and of all Conditions of Carriage of Deutsche Bahn AG in force at the time of conclusion of contract is binding. All documents and statements must be drawn up in German.
12.06.2011

**Conditions for the purchase and use of BahnCards
(BahnCard)**

Valid from 12 December 2010

**Addendum 3
Valid from 12 June 2011**

1. Validity

The term "BahnCards" refers to BahnCard 25, BahnCard 50 and BahnCard 100 for travel in 1st and 2nd class coaches, unless the individual provision explicitly refers to a BahnCard for travel in a 1st class coach. Unless otherwise stated below, the Conditions of Carriage of Passengers by Deutsche Bahn AG Companies ("BB Personenverkehr"), as amended from time to time, apply.

2. BahnCard 25, BahnCard 50

2.1 BahnCard 25

2.1.1 BahnCard 25 entitles the holder to claim a BahnCard discount of 25 % on all standard fares.

2.1.2 BahnCard 25 is issued either for travel in a 2nd class coach or – as BahnCard 25 First – for travel in a 1st class coach. Holders of a BahnCard 25 First are also entitled to claim the BahnCard discount for travel in a 2nd class coach.

2.1.3 BahnCard 25 costs EUR 59, BahnCard 25 First costs EUR 119. The price is payable on placement of the order. The group of persons defined in Art. 2.1.5 is entitled to purchase a reduced-rate BahnCard 25 for the price of EUR 39 or a reduced-rate BahnCard 25 First for the price of EUR 78.

2.1.4 A BahnCard 25 (additional card) will be issued for the same class of travel and for the price of EUR 10 to the spouse or long-term residential partner of the holder of a BahnCard 25 (main card) on submission of proof that they share the same address (e.g. ID card), provided that at least one child aged 17 or under lives in the same household (proof must be submitted). An additional card can be issued for children aged between 6 and 17 living in the same household subject to the same conditions. The child's age is always defined as the age of the child on the first day of validity of the main card. An additional BahnCard 25 can be issued to the spouse or long-term residential partner only if an additional card is simultaneously ordered for at least one of the eligible children, or if a child aged under 6 and living in the same household is stated on the order form. The additional card expires on the same date as the main card for which it is issued, even if the additional card is ordered at a later date.

2.1.5 A reduced-rate BahnCard 25 pursuant to Art. 2.1.3 can be issued to (i) persons aged 60 or over, (ii) persons who draw a pension owing to full occupational disability, (iii) disabled persons with a degree of disability of at least 70%, (iv) children aged between 6 and 17 and (v) persons aged between 18 and 26 who are undergoing vocational training. Eligibility for the reduced rate must be proved by means of an official photo identification document or other suitable documentation (e.g. school/student's ID card, disabled person's ID card). The BahnCard service department must be notified in writing immediately of any changes which affect the person's entitlement to purchase a reduced-rate BahnCard 25; the changes come into effect as from issue of the next BahnCard. The age of the holder is always defined as the age on the first day of validity of the BahnCard 25.

2.1.6 A reduced-rate BahnCard 25 pursuant to Art. 2.1.3 (partner card) can also be issued to the spouse or long-term residential partner of the holder of a BahnCard 25 (main card) on submission of proof that they share the same address (e.g. ID card); the partner card can also be purchased for a lower class of travel than the main card. The reduced-rate BahnCard 25 can only be purchased to expire on the same date as the main card, even if ordered at a later date.

2.2 BahnCard 50

BahnCard 50 entitles the holder to claim a BahnCard discount of 50 % on all standard fares.

2.2.2 BahnCard 50 is issued either for travel in a 2nd class coach or – as BahnCard 50 First – for travel in a 1st class coach. Holders of a BahnCard 50 First are also entitled to claim the BahnCard discount for travel in a 2nd class coach.

2.2.3 BahnCard 50 costs EUR 240, BahnCard 50 First costs EUR 482. The price is payable on placement of the order. The group of persons defined in Art. 2.2.4 and 2.2.5 is entitled to purchase a

reduced-rate BahnCard 50 for the price of EUR 122 or a reduced-rate BahnCard 50 First for the price of EUR 244.

2.2.4 A reduced-rate BahnCard 50 pursuant to Art. 2.2.3 can be issued to (i) persons aged 60 or over, (ii) persons who draw a pension owing to full occupational disability, (iii) disabled persons with a degree of disability of at least 70%, (iv) children aged between 6 and 17 and (v) persons aged between 18 and 26 who are undergoing vocational training. Eligibility for the reduced rate must be proved by means of an official photo identification document or other suitable documentation (e.g. school/student's ID card, disabled person's ID card). The BahnCard service department must be notified in writing immediately of any changes which affect the person's entitlement to purchase a reduced-rate BahnCard 50; the changes come into effect as from issue of the next BahnCard. The age of the holder is always defined as the age on the first day of validity of the BahnCard 50.

2.2.5 A reduced-rate BahnCard 50 (main card) pursuant to Art. 2.2.3 can also be issued to the spouse or long-term residential partner of the holder of a BahnCard 50 (main card) on submission of proof that they share the same address (e.g. ID card); the partner card can also be purchased for a lower class of travel than the main card. The reduced-rate BahnCard 50 can only be purchased to expire on the same date as the main card, even if ordered at a later date.

2.3 Claiming the discount

Passengers are entitled to the BahnCard discount only if they present a valid BahnCard during ticket inspection on board the train. BahnCard 25 is valid only in conjunction with an official photo ID, for children aged up to 15 in conjunction with a document which states the child's name, date of birth and contains a photograph (photo ID) and was issued by a third party. The holder of a BahnCard 50 is obliged to prove his/her identity by means of an official photo ID on demand. If the passenger is unable to present a valid BahnCard during ticket inspection on board a train on which tickets are sold, he/she is obliged to pay, over and above the fare already paid with BahnCard discount, a sum of 25 % (BahnCard 25) or 50 % (BahnCard 50) of the on-board price of the ticket exclusive of BahnCard discount. If the passenger submits the relevant tickets and a BahnCard 25/BahnCard 50 which was valid at the time of the inspection within 14 days of the inspection, the surcharge paid on board will be refunded minus a processing fee of EUR 7. The foregoing also applies if the passenger pays a sum of 25 % (BahnCard 25) or 50 % (BahnCard 50) of the standard price of the ticket, over and above the fare already paid with BahnCard discount, before beginning the journey and subsequently submits a BahnCard which was valid at the time, together with the purchased tickets, within 14 days of the date of payment of the supplementary fare.

2.4 Orders

2.4.1 BahnCards are ordered by submitting a fully completed application form for the relevant type of BahnCard. A passport photograph must be submitted with an order for a BahnCard 50.

2.4.2 The order must reach the BahnCard service department at least 14 days before the required first day of validity of the BahnCard. Orders for a BahnCard can be submitted to a staffed ticket outlet on the day of the journey. In that case, the customer is obliged to pay the full price immediately and will first be issued with a provisional BahnCard. BahnCards can be issued three months before the first day of validity at the earliest.

2.5 Period of Validity

2.5.1 BahnCards are valid for one year and are renewed automatically by one further year in each case unless written notice of cancellation is submitted to the BahnCard service department at least 6 weeks before expiry. The new BahnCard will be sent to the customer approx. 4 weeks before expiry of the old BahnCard. If the customer has authorised payment by direct debit, the price of the BahnCard will be deducted from the customer's bank account on the first day of validity of the BahnCard. In all other cases, the customer will receive an invoice together with the BahnCard. DB must receive the invoice amount no later than on the first day of validity of the BahnCard. The new BahnCard will be issued pursuant to the BahnCard conditions valid on the date of issue.

The customer is obliged to notify the BahnCard service department in writing immediately of any change of name, address or bank account. In case of any change of name, a new BahnCard will be issued subject to a processing fee of EUR 15.

2.5.2 The company will give the customer due notice of any changes in the BahnCard terms and conditions. If the customer does not consent to the changes, he/she is entitled to cancel the contract by submitting written notice to the BahnCard service department within 4 weeks of receipt of notification of the changes. In that case, the period of validity of the BahnCard shall not automatically be renewed. If the customer does not exercise the foregoing right of cancellation, the amended terms and conditions enter into force on delivery of the new BahnCard. The company will inform the customer of this condition together with notification of the planned changes.

2.6 Invalidity

The BahnCard is invalid if (i) it does not bear the indelible full signature (first and surname) of the holder stated on the card or (ii) if it has been substantially damaged, the contents rendered illegible or altered without authorisation.

2.7 Refunds, Exchanges, Replacements

2.7.1 No refunds are granted for a BahnCard 25 or BahnCard 50.

2.7.2 The customer can exchange a BahnCard for a BahnCard which applies to a higher coach class or a higher discount rate in the same coach class or for a BahnCard 100 by cancelling the existing contract and simultaneously ordering the new card. The remaining value of the returned BahnCard, inclusive of all partner and additional BahnCards which have been issued to spouses or long-term residential partners pursuant to Art. 2.1.4, 2.1.6 or 2.2.5, will be refunded at no charge. The remaining value of the BahnCards to be refunded must amount to a minimum of EUR 15 in each case. The remaining value is calculated as follows: purchase price of the BahnCard divided by 12 months x the number of full months which have not been used. The refund will be paid when the customer hands in the previous BahnCard when purchasing the new BahnCard or BahnCard 100, or after the previous BahnCard is received by the BahnCard service department.

2.7.3 One replacement BahnCard can be issued for a BahnCard which has been lost or damaged, on payment of a processing fee of EUR 15. The replacement card is issued for the remaining period of validity. Applications for the issue of a replacement card must be submitted in writing to the BahnCard service department. The originally issued card becomes invalid on delivery of the replacement card and - if a lost card is found again - must be returned to the BahnCard service department.

3. BahnCard 100

3.1 Scope of validity

3.1.1 BahnCard 100 entitles the holder to carriage in a 2nd class coach - or 1st class coach in the case of BahnCard 100 First - of all trains pursuant to Art. 1.2 BB Personenverkehr between the fare points stated in Part 3 of the uniform distance table (line distance table, Tfv 603). The supplement pursuant to Art. 3.8 BB Personenverkehr is payable for travel on an ICE Sprinter.

3.1.2 Parents/grandparents or their long-term residential partners who are holders of a BahnCard 100 are entitled to take their own children/grandchildren or children/grandchildren of their long-term residential partner with them free of charge pursuant to Art. 3.7.2 and 3.7.3 BB Personenverkehr.

3.1.3 BahnCard 100 entitles the holder to use all means of local public transport free of charge inside the fare areas stated in the price list under Art. 7, city stations. This does not include any other additional benefits pursuant to Art. 3 (free travel for accompanying children, bicycle carriage). The use of local public transport is governed by the conditions of carriage of the transport company concerned.

3.1.4 BahnCard 100 is valid for a period of one year.

3.2 Orders

3.2.1 BahnCard 100 is ordered by submitting a fully completed application form for this type of BahnCard, together with a passport photograph.

3.2.2 The order must reach the bahn.bonus comfort service department at least 14 days before the required first date of validity of the BahnCard 100. Orders for a BahnCard 100 can be submitted to a

staffed ticket outlet on the day of the journey. In that case, the customer is obliged to pay the full price immediately and will first be issued with a provisional BahnCard 100. A provisional BahnCard can also be ordered by sending a fully completed and signed application form for a BahnCard 100 to the bahn.bonus comfort service department. After verification of the customer's creditworthiness, the provisional BahnCard 100 will be sent to the customer by post as soon as possible. The purchase price is due immediately and payable by direct debit. BahnCard 100 can be issued three months before the first day of validity at the earliest

3.2.3 BahnCard 100 is also available in a subscription system, subject to verification of the customer's creditworthiness, valid from the first day of a month. Subscriptions can only be ordered from the bahn.bonus comfort service department. The application form must reach the service department no later than the 5th of the month preceding the required first day of validity of the BahnCard 100. BahnCard 100 purchased as a subscription is valid for one year. The new BahnCard 100, which is also valid for one year, will be sent to the customer in good time before expiry of the old BahnCard 100.

The customer is obliged to notify the bahn.bonus comfort service department in writing immediately of any change of name, address or bank account. In case of any change of name, a new BahnCard 100 will be issued subject to a processing fee of EUR 30.

3.2.4 The subscription is renewed automatically unless notice of cancellation is given no later than 6 weeks before the end of the year. The subscription can be cancelled thereafter subject to 6 weeks' notice to expire at the end of a month. The above period of notice also applies to holders of a BahnCard 100 subscription who exchange the card for a BahnCard 100 First as from the 2nd year of validity pursuant to Art. 3.6.2.

3.2.5 The company will give the holder of a BahnCard 100 due notice of any changes in the BahnCard terms and conditions. If the customer does not consent to the changes, he/she is entitled to cancel the contract by submitting written notice to the bahn.bonus comfort service department within 4 weeks of receipt of notification of the changes. If the customer does not exercise the foregoing right of cancellation, the amended terms and conditions enter into force on delivery of the new BahnCard. The company will inform the customer of this condition together with notification of the planned changes.

3.2.6 Notice of cancellation must be given in writing and becomes effective only when the BahnCard 100 is returned to the bahn.bonus comfort service department by registered post. If the returned BahnCard 100 is received by the 5th of the following month, the price is calculated up to the preceding month. If the BahnCard 100 is not returned by the 5th of the following month, the customer is obliged to continue to pay the full monthly instalments until the date on which the card is returned.

3.3 Prices

3.3.1 BahnCard 100 costs EUR 3990, BahnCard 100 First costs EUR 6690. The price is payable immediately.

3.3.2 The price of a BahnCard 100 purchased as a subscription is payable in instalments and amounts to EUR 369 per month, EUR 619 for BahnCard 100 First. The monthly subscription charges are only payable by direct debit.

3.4 Change of coach class

3.4.1 Customers who change from 2nd to 1st class travel are obliged to pay the difference between the standard fares for the two coach classes for the route concerned.

3.4.2 Holders of a BahnCard 100 who are simultaneously holders of a BahnCard 25 First or BahnCard 50 First are not entitled to a discount on a change of coach class.

3.5 BahnCard 25/reduced-rate BahnCard 50 additional / partner cards

3.5.1 A BahnCard 25 for the same coach class will be issued free of charge to the spouse or long-term residential partner of the holder of a BahnCard 100 on submission of proof that they share the same address (e.g. ID card) provided that at least one child aged 17 or under lives in the same household (proof must be submitted). A BahnCard 25 can be issued for children aged between 6 and 17 living in the same household subject to the same conditions. The child's age is always defined as

the age of the child on the first day of validity of the BahnCard 100. The BahnCard 25 (additional card) can be issued to the spouse or long-term residential partner only if an additional card is simultaneously ordered for at least one of the eligible children or if a child aged under 6 and living in the same household is stated on the order form. The BahnCard 25 expires on the same date as the BahnCard 100 for which it is issued, even if ordered at a later date.

3.5.2 A reduced-rate BahnCard 25 pursuant to Art. 2.1.3 (partner card) or a reduced-rate BahnCard 50 pursuant to Art. 2.2.3 (partner card) can be issued to the spouse or long-term residential partner of the holder of a BahnCard 100 on submission of proof that they share the same address (e.g. ID card); the foregoing partner cards can also be purchased for a lower class of travel than the main card. The reduced-rate BahnCard can only be purchased to expire on the same date as the main card, even if ordered at a later date.

3.6 Refunds, Exchanges, Replacements

3.6.1 BahnCard 100 can be returned at no charge before the first day of validity and the purchase price will be refunded if the BahnCard 100 is sent by registered post to the bahn.bonus comfort service department before that date.

3.6.2 The customer can exchange a BahnCard 100 for a BahnCard 100 First by cancelling the existing contract and simultaneously ordering a BahnCard 100 First pursuant to Art. 3.2. The new card is valid for one year, pursuant to Art. 3.1.4. The remaining value of the returned BahnCard 100 is calculated as follows: price of the BahnCard 100 divided by 12 months x the number of full months which have not been used. The refund is payable on return of the BahnCard 100. If the BahnCard 100 is purchased as a subscription, the monthly payment for the BahnCard 100 First is payable as from the date on which the new contract comes into effect; the card can be exchanged on the first day of any month. The application form must reach the bahn.bonus comfort service department no later than the 5th of the preceding month. The originally issued BahnCard 100 becomes invalid on delivery of the BahnCard 100 First and must be returned immediately by registered post to the bahn.bonus comfort service department.

3.6.3 If the holder of a BahnCard 100 is unfit to travel owing to illness for more than 21 consecutive days up to a maximum of 60 consecutive days, the price of the card can be refunded minus a processing fee of EUR 15. A doctor's certificate must be submitted to the bahn.bonus comfort service department confirming that the customer is unfit to travel and the duration of the illness. 1/360 (BahnCard 100) or 1/30 (in case of monthly payments) of the paid purchase price will be refunded for each day on which the customer is unfit to travel. The foregoing doctor's certificate must reach the bahn.bonus comfort service department within 14 days of the end of the unfitness for travel; no refund will otherwise be granted (cut-off period). The refund can also be made subject to the condition that the customer deposits the BahnCard 100 with the bahn.bonus comfort service department.

3.6.4 No exchanges or refunds are otherwise possible for BahnCard 100

3.6.5 One replacement card can be issued for a BahnCard 100 which has been lost or damaged, on payment of a processing fee of EUR 30. The replacement card is issued for the remaining period of validity. Applications for the issue of a replacement card must be submitted in writing to the bahn.bonus comfort service department. In this case, if the BahnCard 100 is purchased as a subscription, no premature notice of cancellation pursuant to Art. 3.2.3 can be given prior to expiry of the period of validity, except in cases of cancellation pursuant to Art. 3.2.5. The originally issued card becomes invalid on delivery of the replacement card and - if a lost card is found again - must be returned to the bahn.bonus comfort service department by registered post immediately. No other compensation will be granted for the loss of a BahnCard 100.

3.7 Bicycles and Luggage

Holders of a BahnCard 100 are entitled to free carriage of a bicycle, reservation of a bicycle space as well as free carriage of one item of luggage per working day, weighing up to 30 kg.

3.8 Invalidity

The BahnCard 100 is invalid if (i) it does not bear the indelible full signature (first and surname) of the holder stated on the card or (ii) if it has been substantially damaged, the contents rendered illegible or altered without authorisation.

3.9 Reservations

3.9.1 Holders of a BahnCard 100 can purchase vouchers for 46 seat reservations for a specific connection for a price of EUR 48. The reservation vouchers can be redeemed for seat reservations, including reservations for a connecting train, on the route stated and within the relevant month.

3.9.2 The sum paid for the reservation vouchers can be refunded at no charge on return of all vouchers prior to the first day of validity, or subject to a processing fee of EUR 15 after the first day of validity.

3.10 Liability for Train Cancellations, Delays and Missed Connections

3.10.1 The provisions of Articles 9.2 and 9.3 BB Personenverkehr apply to holders of a BahnCard 100 subject to the proviso that the holder is entitled to compensation of EUR 10 (EUR 15 for holders of a BahnCard 100 First) in case of train cancellations, delays or missed connections amounting to 60 minutes or more, and a maximum of 25 % of the price paid for the BahnCard. The holder must complete the passenger rights' form and submit it to the Passengers' Rights service centre together with a copy of the ticket.

3.10.2 If long-distance trains which normally have 1st class coaches are operated solely with 2nd class coaches, holders of a BahnCard 100 First are entitled to compensation of EUR 10 for the journey concerned on submission of proof (e.g. confirmation by a member of the train crew). This does not affect the provisions of Art. 5.3 BB Personenverkehr.

3.11 Default in Payment

3.11.1 DB Fernverkehr AG is entitled to cancel the contract without notice if the holder of a BahnCard 100 subscription (i) defaults in payment of the monthly instalment on two consecutive occasions or (ii) defaults in payment for an amount which is equivalent to a minimum of two monthly instalments within any given period which covers more than two payment dates. On receipt of notice of cancellation, the customer is obliged to return the BahnCard 100 immediately to the bahn.bonus comfort service department. Art. 2.5.2, Sentence 5 applies mutatis mutandis.

3.11.2 Instead of cancelling the contract pursuant to Art. 3.11.1, DB Fernverkehr AG is alternatively entitled to declare the annual payment for the BahnCard 100 payable immediately.

4. RAILPLUS

The word "RAILPLUS" printed on the BahnCard entitles the holder to claim a discount of 25 % on the standard fare of international through tickets for a single or outbound and return journey on the routes of the participating transport companies, pursuant to the special terms and conditions of international carriage for tickets which do not include a reservation (SCIC-NRT). The combination of child's discount and RAILPLUS discount is not permissible on foreign journeys.

5. BahnCard Credit Card

5.1 Orders

5.1.1 Persons who are of legal age and already hold a BahnCard or who purchase a BahnCard can also conclude an agreement with Commerzbank AG, over and above the BahnCard agreement concluded with DB Fernverkehr AG, for a MasterCard credit card function (BahnCard credit card) for their BahnCard pursuant to the General Terms and Conditions of Commerzbank AG for a BahnCard Credit Card.

5.1.2 The holder of the main card can apply for the credit card function when ordering the provisional BahnCard main and partner card or can subsequently apply for this function for an existing BahnCard main card at a staffed ticket outlet. The period of validity of the BahnCard credit card corresponds to the validity of the ordered/existing BahnCard. Customers who subsequently wish to

order the credit card function for an existing partner card can do so by sending a completed application form "BahnCard Credit Card Partner Card" to the BahnCard credit card service department at BahnCard Kreditkarten-Service, Postfach 11 03 47, 60038 Frankfurt am Main, by sending an e-mail to bahn@kreditkartenservice.commerzbank.de, by phoning 01805-013001 (14 ct/min for German landline calls, mobile phone charges max. 42 ct/min), or faxing 01805-013002 during opening hours 08:00 – 19:00 h Monday to Friday.

5.1.3 The costs of the credit card function will be charged to the BahnCard holder directly by Commerzbank AG pursuant to the General Terms and Conditions of Commerzbank AG.

5.1.4 The originally issued BahnCard becomes invalid on receipt of the BahnCard credit card. The originally issued BahnCard 25/BahnCard 50 should be returned to the BahnCard service department, a BahnCard 100 to bahn-bonus comfort-Service, 60645 Frankfurt am Main.

5.2 Exchanges, replacements

5.2.1 On exchange of a BahnCard pursuant to Art. 2.7.2 or a BahnCard 100 pursuant to Art. 3.6.2 of these terms and conditions and if the credit card function continues to exist, the holder shall first receive the higher class of BahnCard 100 without a credit card function. The BahnCard with credit card function will be sent to the holder by post after the order has been processed by Commerzbank AG.

5.2.2 One replacement can be issued for a BahnCard credit card which has been damaged or mislaid. The replacement card (BahnCard/BahnCard 100 credit card) can be ordered from the BahnCard credit card service department of Commerzbank AG, Postfach 11 03 47, 60038 Frankfurt am Main, or by e-mail from bahn@kreditkartenservice.commerzbank.de. The BahnCard credit card service department can be contacted by phone at 01805-013001 (14 ct/min for German landline calls, mobile phone charges max. 42 ct/min).

5.2.3 Cards which are reported as lost or stolen will be cancelled and become invalid on receipt of the replacement card.

5.3 Invalidity

The BahnCard credit card is invalid if (i) it does not bear the indelible full signature (first and surname) of the holder stated on the card or (ii) if it has been substantially damaged, the contents rendered illegible or altered without authorisation.

5.4 Termination of the credit card agreement, withdrawal and return of the card

5.4.1 If the credit card function is cancelled by Commerzbank AG or if the BahnCard holder submits notice of cancellation to the BahnCard credit card service department of Commerzbank AG, although the BahnCard contract remains in force, the BahnCard holder will receive a new BahnCard without credit card function. The period of validity remains unaffected.

5.4.2 If the BahnCard credit card is withdrawn by Commerzbank AG or returned to Commerzbank AG on demand, but the BahnCard contract remains in force so that the BahnCard holder requires a card as proof of his/her entitlement to a discount for the interim period until receipt of the new BahnCard, a provisional BahnCard will be issued free of charge. The provisional card can be ordered from the BahnCard service centre, tel. 01805 34 00 35 (Mon - Fri , 07:00 h - 21:00 h, Sat from 09:00 - 18:00 h; (14 ct/min for German landline calls, mobile phone charges max. 42 ct/min).