

TERMS AND CONDITIONS OF USE OF XXIMO SERVICES

These Terms and Conditions of Use apply to the XXImo B.V. mobility service.

Article 1. Definitions

In these Terms and Conditions of Use the following concepts, always indicated with a capital, have the following meaning:

Application:	an application that allows Card Holders to plan and organise their travel time;
Addendum:	the addendum with these Terms and Conditions of Use;
Service:	the XXImo services relating to the management and the financing of Mobility Services;
Terms and Conditions of Use:	these general terms and conditions, regardless of the format in which they are provided;
Card:	a payment and / or identification means issued by or on the request of XXImo, such as but not limited to a card, token, payment option in app, payment card and / or public transport chip card;
Card Holder:	the natural person indicated by the Customer who is entitled to use components of the Service and with the Card is able to use Mobility Services;
Card Company:	Issuer of payment cards (IDT Financial Services Limited ("IDT")) and/or public transport chip card;
Customer:	the natural person acting in the exercise of a job or company or the legal entity who reached an Agreement with XXImo for the purchase of a Service;
Management Platform:	secure part of the Website where the Customer is able to manage the use of the Mobility Services of the Card Holders;
Mobility Services:	services offered by the Partners;
Agreement:	the agreement between Customer and XXImo based on which XXImo provides the Service to the Customer;
Public transport chip card	a business public transport chip card with XXImo logo, issued by XXImo and/or Trans Link Systems B.V.;
Partner:	a partner with whom XXImo has reached an agreement for the purchase of Mobility Services by the Customer;
Retailer:	company or institution that accepts the Card as payment instrument;
Credit Balance:	a balance paid in advance by the Customer or Card Holder to the Card Company, expressed in euros, for use of the Mobility Services;
Webportal:	secure part on a website on which the Card Holders and Customer are able to download and view reports;
Website:	the website www.xximo.nl ;
XXImo:	XXImo B.V., Postbus 2415, 5202 CK 's-Hertogenbosch, registered in the commercial register of the Chamber of Commerce under number 53111524.

Article 2. Application Terms and Conditions of Use and Agreement

- 2.1 These Terms and Conditions of Use apply to all quotes and Agreements relating to the provision by XXImo of the Services to you or for the Customer, regardless of whether they were verbal, in writing, electronically or any other format. The Terms and Conditions of Use also apply to any later Agreements between XXImo and the Customer, unless explicitly agreed otherwise in writing.
- 2.2 All quotes made by XXImo are without obligation and can be revoked at all times by XXImo before the Agreement has been reached. Agreements are reached when XXImo has accepted the Customer's registration by means of a written or electronic confirmation. XXImo is entitled at all times to refuse a Customer without specifying any reason.
- 2.3 The Customer is not entitled to transfer the rights and obligations arising from the Agreement to a third party, unless explicitly agreed otherwise in writing by the Customer and XXImo.

Article 3. Services

- 3.1 For the term of the Agreement, XXImo shall provide the Services within the agreed term and in accordance with the agreed specifications The Service comprises, but not solely, granting access to the Webportal and the Management Platform and providing the agreed Cards.
- 3.2 XXImo shall ensure the Customer has access to the Management Platform, the Webportal and the offered Application and that the Customer is able to purchase Mobility Services from the Partners with the Card. XXImo cannot be held liable for the actions, or lack thereof, of Partners, the Card Company and Retailers.
- 3.3 All delivery times specified by XXImo have been determined to the best of their knowledge based on the information known to XXImo when the delivery time was specified. Exceeding the terms of delivery once does not mean XXImo is in default.

Article 4. Management Platform and Webportal

- 4.1 Within the context of the Service, XXImo provides a URL of the Management Platform and the Webportal to the Customer, as well as an access code and password with which the Customer and/or the Card Holders have access to the Management Platform and the Webportal.
- 4.2 Via the Management Platform the Customer is able to manage its own use of Cards and Mobility Services as well as the Card Holders' use of Cards and Mobility Services. The Customer can also give the Card Holders access to a secure part of the Management Platform by giving them an access code and password. Card Holders can use this access to view their use of the Mobility Services. The access codes and passwords are strictly personal and need to be treated confidentially.
- 4.3 The Card Holder can download the Application via the Webportal. Supplementary terms and condition of use apply to the use of this Application. They are available and can be requested on the Website. By downloading the Application, the Customer and the Card Holder in question agree with the applicability of these supplementary terms and condition of use.
- 4.4 The Customer guarantees that it, as well as the Card Holders, shall only use the Management Platform, the Webportal and the Application for the purchase of the Service and for own, internal usage and that they will respect all supplementary guidelines and terms and conditions (of use). The Customer is liable for all the use, and the costs thereof, of the Management Platform, Webportal and the Application via the access codes and passwords given to the Customer and the Card Holders and is obliged to carefully handle the access code(s) and password(s) and to protect them against unauthorised use.
- 4.5 XXImo does not guarantee that the Management Platform, the Webportal and the Application can be used at all times without interruption.

Article 5. Requests and use of Cards

- 5.1 Via the Management Platform the Customer can request Cards for its Card Holders at XXImo. The Customer must completely fill out the application form in question for this.
- 5.2 Via the Management Platform, the Customer can request a prepaid facility for on the Card in question. This request will be forwarded directly to the Card Company in question. The Card Company is at all times entitled to refuse a request for motivated reasons.
- 5.3 If the Card Company accepts the request, the Customer reaches an agreement with the Card Company to obtain the prepaid facility. The Card Company's general terms and conditions apply to this agreement. The Card Company's general terms and conditions are specified on the Website. The Customer agrees with the content of these terms and conditions and its applicability on the agreement with the Card Company and the use of the prepaid facilities of the Card.
- 5.4 After conclusion of the agreement between the Customer and the Card Company, XXImo will produce the Card based on the data supplied by the Customer and the Card Company and send it to the Customer, unless explicitly agreed otherwise in writing. The Card is and remains the property of the Card Company.

Article 6. Prepaid facility

- 6.1 Only if agreed between the Customer and the Card Company, the Card has a prepaid facility.

- 6.2 In case of a prepaid facility, the Credit Balance must always amount to at least the agreed minimum amount. The money is withdrawn from the agreed bank account to raise the amount on the card when the balance is below minimum. The Customer is obliged to grant the Card Company an authorisation for the automatic transfer. The Customer must furthermore ensure that the bank account, from which the Credit Balance is automatically transferred, has a sufficiently high balance. If an automatic transfer unexpectedly does not go through, the Customer may be charged a sum to the amount of € 5.00 for the administrative costs.

Article 7. Mobility Services

- 7.1 Using the Card, the Customer (for the Card Holders) is able to order and purchase agreed Mobility Services from the Partners. A list of Partners has been specified on the Website. XXImo is at all times entitled to change the list of Partners. Changes may occur as a result of the termination of the agreement between the Partner and XXImo. The Mobility Services and the Partners, and possible changes, are notified via the Website.
- 7.2 The Customer shall always, as described on the Website, enter into an agreement for the Mobility Service with the Partner in question. The Partner in question's general terms and conditions apply to this mobility agreement. For your information XXImo included the general terms and conditions of the different Partners on the Website. XXImo cannot be held liable for the (non-)observance of the agreement by the Partners.
- 7.3 The amounts owed by the Customer for the purchased Mobility Services by the Customer itself and its Card Holders, shall be invoiced to the Customer by XXImo. The invoiced amounts are, via an automatic transfer, paid directly to the Card Company by the Customer.

Article 8. Provision of invoice

XXImo sends a monthly invoice to the Customer via the Management Platform. This invoice includes the following amounts:

- owed amounts for the purchased Mobility Services;
- owed amounts for the purchase of the Service.

The information in XXImo's administration shall be used for the invoice.

Article 9. Obligations of the Customer

- 9.1 The Customer guarantees that all obligations arising from these Terms and Conditions of Use and the conditions of the Card Company shall also be imposed on the Card Holder. Under no circumstance can the Customer give undertakings or guarantees that go further than the Agreement and the Terms and Conditions of Use provided by XXImo. At XXImo's request the Customer shall send a copy of the agreements with the Card Holder relating to the use of the Service to XXImo.
- 9.2 The Customer must immediately notify all possible complaints of Card Holders relating to the Cards to XXImo in order to discuss the steps the Customer can take to handle the complaints.
- 9.3 The Customer shall not provide Cards to Card Holders of which it knows or suspects that they are involved in fraudulent practices and it shall oblige the Card Holders to take the necessary measures to prevent theft, loss or damage of - or fraud with the Cards.
- 9.4 The Customer takes care that all data and information (including bank details and mutations thereof) required for the provision of the Services are correct and complete and are provided within the terms specified by XXImo or the Card Company and in the agreed way to XXImo and the Card Company respectively and comply with the agreed (technical) requirements.

Article 10. Intellectual property rights

The intellectual property rights to all Services (including the Application, Webportal, Management Platform and the Cards) which XXImo makes available under the Agreement remain with XXImo or the third party from whom XXImo obtained the right to make (part of) these Services available to the Customer. During the term of the Agreement XXImo grants the Customer a non-exclusive and non-transferable right to use the Service within its company and for the agreed objectives.

Article 11. Fee and payment

- 11.1 For the provision of the Service, the Customer owes XXImo the fees as agreed in the Agreement. All fees owed to XXImo are, in so far not explicitly specified otherwise, in euros, exclusive of VAT and other levies. XXImo is entitled to demand advance payment of the owed fees from the Customer. XXImo is entitled to annually index the fees for the Service and to change this fee by adding this supplement. This change will be notified to the Customer in writing two months before it is implemented.
- 11.2 The Customer is obliged to provide an (ongoing) authorisation for automatic transfer for all fees owed to XXImo relating to the Agreement. If an automatic transfer does not go through € 5.00 (five euros) is charged to the Customer for administrative costs.
- 11.3 If the Customer opts for having the balance of the Card transferred to a bank account, € 20.00 (twenty euros) is charged to the Customer for administrative costs.

Article 12. Liability

- 12.1 XXImo's liability for attributable shortcomings or unlawful actions is limited to the amount specified by XXImo's third-party insurance in that specific case, to be increased with the amount of the deductible.
- 12.2 If XXImo's third-party insurance in a specific case regardless of reason does not provide any coverage, or the damage in question is not covered by insurance, XXImo's liability is limited to an amount of at most the total payments the Customer made to XXImo over a period of six (6) months prior to the event from which the liability arises for the purchase of the Service, with a maximum amount of EUR 20,000.00 (twenty thousand euros) per event, and whereby a series of events is considered as one event.
- 12.3 XXImo is never liable for loss consequential on business interruption, consequential damages or indirect damage, unless it is caused by an intentional act or gross negligence on the part of XXImo.
- 12.4 Without prejudice to the provisions in Article 13 of these Terms and Condition of Use regarding claims, every claim for damages against XXImo expires, except those accepted by XXImo, by the simple lapse of six months after the Customer discovered the damage or in all reasonableness should have discovered.

Article 13. Objection against execution of the Service and corresponding payment

If the Customer is of the opinion that the Service provided by XXImo, or the charged amount, does not comply with what the parties agreed, the Customer must notify XXImo of this in writing within 30 (thirty) days after provision, or 30 (thirty) days after the moment when the Customer in all reasonableness should have known about the determined shortcoming, failing which the Customer is unable to submit any claims.

Article 14. Non-disclosure

- 14.1 During the term of the Agreement and a period of 5 (five) years after termination, the parties shall not disclose any confidential information they received about (the company of) the other party. The Parties shall also impose this obligation on their employees as well as any contracted third parties in pursuance of the Agreement between the parties.
- 14.2 Information is confidential from the moment it is indicated as such by one of the parties.

Article 15. Suspension

XXImo is entitled to wholly or partly suspend the execution of the Agreement if the Customer and/or the Card Holder fail to respect the obligations of these Terms and Condition of Use arising from this Agreement.

Article 16. Term and termination

- 16.1 The Agreement is entered into between the parties for the agreed term, failing which a term of 3 (three) year applies. After this term the Agreement is always automatically extended for a term of 1 (one) year, unless the Agreement was terminated by one of the parties in writing at most 6 (six) months before the end of the current term.

- 16.2 Either party is entitled to dissolve the Agreement extra-judicially if the other party fails imputably to respect the essential obligations relating to the Agreement and this shortcoming, after properly receiving a written notice of default, is not remedied within a reasonable period of time.
- 16.3 XXIImo is entitled to terminate the Agreement with immediate effect, without requiring any notice of default and without XXIImo being liable for damages vis-à-vis the Customer because of this, if:
- the Card Company refuses to reach an agreement with the Customer,
 - the Customer is granted provisional or final suspension of payment,
 - legal debt restructuring is applicable to the Customer;
 - the Customer's bankruptcy has been requested or pronounced;
 - the Customer's company is liquidated or terminated.
- All this is without prejudice to XXIImo's right to compensation for the suffered damage following the premature termination of the Agreement.
- 16.4 Termination of the Agreement does not discharge the Customer from any payment obligation for services already provided by XXIImo, unless XXIImo is in default regarding a particular Service. Amounts that XXIImo already invoiced prior to the termination regarding the execution of the Agreement are immediately due and payable at the time of the termination.
- 16.5 XXIImo will be entitled to terminate (1.) the Agreement with the Customer or the Cardholder's right of use, and/or (2.) to block (part of) and/or limit access to the Service(s) if:
- a. a Customer or Cardholder restricts or impedes the processing of personal data by XXIImo in any way, which includes the exercise of the rights granted to the involved parties under the General Data Protection Regulation, from the moment the restriction is effective; and
 - b. XXIImo has reasonable grounds to do so; and
 - c. the processing by XXIImo is required (1.) on a statutory basis; or (2.) for the performance of an agreement, or (3.) on the grounds of a legitimate interest of XXIImo.

Article 17. Final provisions

- 17.1 If any provision of these Terms and Conditions of Use is invalid or declared void, the other provisions of these Terms and Conditions of Use shall remain in force.
- 17.2 The Terms and Conditions of Use can be modified by XXIImo. The change shall be notified via the Website or in another way to the Customer. If the Customer does not want to accept the change, it is entitled to terminate the Agreement in writing within 30 days after the notification on the date on which the change will take effect.
- 17.3 The offers, quotes, agreements and other legal acts concerning provision of Services by XXIImo are governed by Dutch law. Disputes between XXIImo and the Customer arising from or related to offers, quotes, agreements and other legal acts concerning provision of Services by XXIImo are only submitted to the competent court in the District of Oost-Brabant.

ADDENDUM 1 IDT Financial Services Prepaid Card Conditions XXIImo Mobility Card Programme the Netherlands