

Reisbalans Terms of Use

These terms of use are applied by Reisbalans B.V., having its registered office in Amersfoort, the Netherlands. Reisbalans recommends that you carefully read these terms of use to know what your rights and obligations are.

Article 1: Introduction and applicability

Reisbalans makes it possible to arrange employees' (business) mobility in a way that saves time and is flexible and transparent. Reisbalans has entered into an agreement with your employer. That agreement offers you, as the employee, the possibility to use Reisbalans products and services.

These terms of use will apply to any and all Reisbalans products and services, and related transactions, including the use of the mobility services and means of transport, and the use of our Reisbalans App, Mobility Card and online Portal. By using Reisbalans products and services, you accept the applicability of these terms of use.

Article 2: Definitions

The following terms as used in these terms of use will have the following meanings:

- **Account:** the User's personal Reisbalans account giving access to Reisbalans products and services.
- **App:** the Reisbalans application for mobile devices.
- **Content:** all such items as have been, or will be, posted by Reisbalans in the App and the Portal, including texts, images, schedules, tables and the graphic user interface of the App and the Portal.
- **User:** the private individual whose employer has entered into an agreement with Reisbalans and who has been designated by their employer to use Reisbalans products and services. These terms of use will also refer to the User as 'you'.
- **Use Agreement:** the arrangements made between the User and Reisbalans as a result of acceptance of these terms of use.
- **Intellectual Property Rights:** all intellectual property rights and similar and related rights in the broadest sense, anywhere in the world, including particularly - but not limited to – any (entitlements to) (1) copyrights, (2) design rights (3) trademark rights, (4) trade name rights, (5) database rights, (6) patent rights, (7) know-how and (8) trade secrets, including all such powers (in any event including the right to publication and reproduction) as the relevant national and international regulations may, now or in the future, attach thereto.
- **Mobility Partners:** any providers from which products or services in the field of transport and mobility can be purchased through Reisbalans (such as providers of public transport, bicycle and car rental companies, taxi companies, fuel suppliers, employers having a shared fleet or suppliers of travel information).

- **RC-BKA:** a TLS certified organisation for the issue of public transport chip cards ("OV-chipkaart"). RC-BKA is a division of the Mobility Invest Group, of which Reisbalans is a division as well.
- **Mobility Card:** the OV-chipkaart provided as part of Reisbalans products and services.
- **Portal:** the Reisbalans online application for desktops.
- **Transaction:** any action that is registered using the Reisbalans Account, the App, the Portal or the Mobility Card, such as trips made, expense claims submitted or allowances claimed.
- **TLS:** Trans Link Systems B.V., being the company responsible in the Netherlands for the issue of the OV-chipkaart and the performance of the OV-chipkaart system.

Article 3: Reisbalans products and services

Your employer will determine which products and services you can use as well as the applicable financial arrangements. The mere reference in these terms of use to Reisbalans products and services does not mean that you can actually use these products. The Account will display the products and services selected by the employer.

Article 4: Personal Account

To use Reisbalans products and services, you need to activate your Account and accept these terms of use once only. Your Account will give you access to the Reisbalans App and the Reisbalans Portal, among other things.

You warrant that the personal information in your Account is complete, correct and up to date. In the event of changes, you must promptly adjust the information in your Account. Reisbalans will rely on the information provided by you. Reisbalans is not under any obligation to verify the correctness of any information.

Your Account is strictly personal. No third parties may use your Account for Reisbalans products and services. You must keep the login credentials of your Account (including user name and password) secret and not share them with any third parties. Furthermore, you must carefully retain them and prevent any third parties from taking cognisance of the login credentials. Immediately upon becoming aware of any unauthorised use of your Account or login credentials, you must notify the Reisbalans customer service (see article 17) or report this via the App or the Portal.

Article 5: Reisbalans App and Portal

The App and the Portal allow you, among other things, to view and change your personal data, to view your transactions, and to apply for Reisbalans products and services. Furthermore, the Reisbalans App allows you to use the services of several Mobility Partners.

When you are logged into the App, Reisbalans will use, among other things, your contact data, travel history, card data, travelling credit, transaction data, location data, device data and operating system (OS) data. This data will not be stored locally on your mobile device.

The GPS functionality in the App allows you to register trips made. Trips are registered based on location determination (telephone signal, WiFi and/or GPS) of your mobile device. You may at any time switch your location determination on or off.

If made available by your employer, you can use the expense claims functionality in the App or the Portal to claim expenses or to add a work from home allowance.

For more information on the App and the Portal, please refer to the Reisbalans FAQ's.

You may use the App and the Portal as described in these terms of use. In addition, the use of the App and the Portal will be subject to the following rules:

- You will not be given access, or attempt to gain access, other than through the interfaces made available to you by Reisbalans;
- It is not permitted to circumvent any security devices (such as copy protection or a secure environment) within the App or the Portal; and
- You will not undertake any activities that may disrupt or interrupt the software.

The App and the Portal are provided as is and as available. Reisbalans does not give any warranties of any nature whatsoever as to the use of the App and the Portal. In view of the continuous innovation of the App and the Portal, the form, functionalities and Content may change from time to time, without any obligation for Reisbalans to announce any such changes in writing. The App may, from time to time, automatically download and install updates from Reisbalans. These updates are intended to improve, expand and further develop the App, and may be provided by way of bug fixes, enhanced functionality and/or new versions of the App. You agree to receive such updates and consent to Reisbalans' provision thereof.

Article 6: Mobility Card

The Mobility Card is a business OV-chipkaart giving access to several of the services of the Mobility Partners. The Mobility Card may be provided to you either as a personal card or as a department card which will be used in turn by various employees within your department.

The Mobility Card allows you to use the options selected by your employer. For more information, please go to the Reisbalans [website](#). Only products made available by Reisbalans may be uploaded to the Mobility Card. The Mobility Card may not be used for any options not offered by your employer.

Reisbalans will charge the Mobility Card with a sufficient balance that will be automatically topped up. You are not permitted to load credits onto a Mobility Card yourself.

When using the Mobility Card for public transport, you must check in and out at all times. By default, the Mobility Card is set at 2nd class fare. You are only able to travel 1st class if allowed by your employer.

The Mobility Card may be used only by those for whom it was applied for. You must use a Mobility Card made available with due care. It is not permitted to provide a Mobility Card to a person for whom it was not applied for. Immediately upon becoming aware of any loss, theft or unauthorised use of the Mobility Card, you must notify the Reisbalans customer service (see article 17) or report this via the App or the Portal.

The Mobility Card is issued by, and will remain the property of, TLS. Subsequently, the Mobility Card is provided to you, or your employer, by RC-BKA. TLS is the processor of the personal data as a result of the use of the Mobility Card and the controller in respect of the processing of Transaction data. The use of the Mobility Card will (further) be governed by the terms and conditions of TLS, which can be found in the annex.

It is not permitted to counterfeit, copy or modify the Mobility Card or to circumvent any security devices.

The Mobility Card can be used up until the expiry date stated on the card.

If you and/or your employer no longer wish, or are no longer entitled, to use the Mobility Card, you must hand in the Mobility Card to your employer or return it to Reisbalans customer service (see article 17). After processing of receipt by Reisbalans of the returned card, the purchase of the Mobility Card will be terminated. Any financial consequences of failure properly or punctually to return the Mobility Card will be charged by Reisbalans.

Reisbalans will have the right to block the Mobility Card if you fail to comply with any of the provisions of these terms of use, if your employer no longer has an agreement with Reisbalans or the Mobility Card is no longer available to you, or if Reisbalans is required to do so as a result of legislation or a decision of a competent authority, without any obligation on Reisbalans' part to notify you. In no event will Reisbalans, if it exercises this option, be liable to compensate any costs or damages or to continue to grant access to any information (of any nature whatsoever) in your Account.

Article 7: Mobility Partners and the relationship between Reisbalans and such Mobility Partners

Reisbalans does not offer any transport services itself, but has selected Mobility Partners for such purpose. Travel information (including the itinerary planner, departure time, travel time, route and availability of means of transport) is also supplied by third parties.

Whenever you use the services of the Mobility Partners, a transport agreement will be concluded between yourself and the relevant Mobility Partner. Reisbalans will not be a party to any such agreement. In many situations, such an agreement will (also) be governed by the terms and conditions of the Mobility Partner, which are subject to amendment by the Mobility Partner. An up to date overview of our Mobility Partners and applicable terms and conditions of these partners can also be found on our [website](#). By using the services of the Mobility Partners, you automatically agree to the terms and conditions used by them.

For any questions, uncertainties or complaints regarding a Mobility Partner (for example if you cannot use a specific service and are uncertain as to the reason why), you may at all times contact Reisbalans customer service (see article 17). Where necessary, Reisbalans will conduct an investigation.

Reisbalans cannot be held responsible for the performance of the agreement by the Mobility Partner. Nor is Reisbalans responsible for any (travel) information provided by the Mobility Partner or for pricing (including penalties and price increases) used by the Mobility Partner. Even if you are temporarily or permanently unable to use the services of a Mobility Partner (for example in the event of a defect or malfunction at the Mobility Partner's), Reisbalans will not be liable for any costs or damages arising as a result. This also applies if and when it is not clear to you that a specific service is provided by a Mobility Partner, for example when using such specific service via our App or Portal.

Reisbalans will rely on the information provided by the Mobility Partner or by you and will not be under any obligation to investigate the correctness of any such information. This does not only apply to the travel information provided but also to the charges involved. If you do not agree to a specific Transaction in your payment statement, please inform Reisbalans. In such event, Reisbalans will conduct an investigation and contact the relevant Mobility Partner. This is an additional services provided by Reisbalans. If Reisbalans receives the disputed amount from the Mobility Partner, Reisbalans will deduct this amount from your Account. If the Mobility Partner decides the disputed amount needs to be refunded, Reisbalans will no longer be involved and you need to contact the Mobility Partner yourself.

Article 8: Assistance in the event of missed check-out of public transport

If you have failed to check out of public transport, a Mobility Partner may charge a rate of correction. If this service has been made available by your employer, Reisbalans will offer assistance in the event of a missed check-out with the relevant Mobility Partner.

Reisbalans will try to determine the check-out point based, for example, on your travel history, previous trips on the same day, and the next check-in after the missed check-out. If Reisbalans is of the opinion that the point at which you missed your check-out can be determined to a sufficient degree of certainty, Reisbalans will submit a request for correction to the relevant Mobility Partner.

Reisbalans will be dependent on the assessment by the Mobility Partner and cannot guarantee success. If the request is complied with by the relevant transport provider and the Mobility Partner remits the rate of correction, you will receive an email containing instructions for receipt of the amount (for example pick-up from a ticket vending machine or a public transport outlet).

In the provision of this service, we will process your personal data. The basis for such processing is the performance of our Use Agreement with you, the terms of which are set forth in these terms of use.

Article 9: Private use

If made available by your employer, Reisbalans products and services may be used for private purposes as well. Transactions for private purposes will be labelled 'private' by you in the App or the Portal under purpose of travel.

Payment of Transactions for private purposes will either be made by your employer (either with setoff against your salary or otherwise) or directly by you to Reisbalans. Even in the latter situation, there will (only) be an agreement between Reisbalans and your employer.

In the event of direct payment, the private use is made available by your employer but this service can be activated by you only. The invoices and the annex containing a statement of the Transactions will be made available in your Portal. If you opt for a direct debit mandate or for digital signing of a contract, you will be referred to our partner Twikey for signing the relevant direct debit mandate or contract. By using this service, you accept Twikey's general terms and conditions, which can be viewed [here](#). You may at any time adjust the bank details provided by you in connection with the direct debit mandate.

Reisbalans will announce the date on which it will direct debit Transactions for private purposes 14 days in advance. If, at such time, the direct debit is unsuccessful, Reisbalans will retry the direct debit 5 working days later. If, at such time, the amount due cannot be debited either, this may have consequences (including payment of the statutory interest and costs of collection).

If you fail to pay an invoice on time, Reisbalans will further have the right to block your Account and to deny your use of Reisbalans products and services. Furthermore, Reisbalans will be entitled to notify your employer of the fact that you have failed to pay an invoice and of the total outstanding amount, and request your employer (still) to pay the full amount due (including interest and costs).

In the event of direct payment, the private use service may be terminated by your employer or you yourself may indicate that you no longer wish to use the service.

Article 10: Intellectual Property Rights

All Intellectual Property Rights in Reisbalans products and services (including the App and the Portal, and the Content posted therein) will remain the property of Reisbalans and its licensors. These terms of use do not include any transfer of Intellectual Property Rights to you. Reisbalans only grants a non-exclusive licence to use the App and the Portal in accordance with the terms of use.

User is not permitted to publish and/or reproduce the App, Portal, and Content other than as a result of the use of Reisbalans products and services in accordance with these terms of use.

You agree not to remove, render illegible or alter any property notices (including copyright or trademark notices) attached to, or contained in, the App or the Portal.

To the extent that you post any content in the App or Portal, you grant Reisbalans an unlimited, worldwide, non-exclusive licence to use such content to the extent necessary for the use of the App and Portal or of Reisbalans products and services.

Article 11: Personal data and privacy

We will process your personal data in accordance with the privacy statements which can be found on our website at www.reisbalans.nl.

In some instances, the provision of our services may include the sharing of personal data with third parties. Furthermore, we may receive personal data about you from third parties. The nature of such data may vary for each service. Our privacy statements also contain a list of such third parties and their roles.

If you use a Mobility Card, Reisbalans may share the following data with your employer:

- personnel number;
- date and day of the week;
- whether trips were based on 1st class or 2nd class fare;
- reference of the trip made (business/private/commute);
- location;
- costs incurred including discount percentage or rate of correction;
- type of subscription (if applicable);
- category (by train/by bus, tram or metro/door-to-door services); and
- Mobility Partner or transport provider.

Article 12: Liability

Reisbalans does not warrant that its products and services (including the App, Portal, Mobility Card and travel itinerary) will at all times be available for use without interruption, and will not be liable for any costs or damages as a result thereof. All the more so since the performance is dependent on many external factors, including (information and availability of) the Mobility Partners and the performance of computer or telecom systems of Reisbalans and third parties.

Any liability on Reisbalans' part will be limited to compensation of direct damage, which is understood exclusively as: (a) material damage to property; (b) reasonable costs to be incurred in order to ensure that Reisbalans' performance is in conformity with the agreement; (c) reasonable costs incurred to determine the cause and the scope of the direct damage; and (d) reasonable costs incurred to avoid or mitigate direct damage.

Reisbalans will not be liable for compensation of any indirect damage, including but not limited to: (a) consequential damage, lost turnover and lost profit; (b) lost savings or investments

made; (c) damage as a result of business stagnation or interruption; (d) costs incurred to avoid, determine or mitigate indirect damage or the liability for any such damage; and (e) costs incurred to obtain compensation (in or out of court) of indirect damage.

Reisbalans cannot be held responsible in case of force majeure, such as industrial actions, fire, internet failure, cybercrime, illness, weather conditions including storm and flooding, if Reisbalans is unable to fulfil its obligations due to measures or actions from the (local) government (including measures taken as a result of an epidemic or pandemic), war or in case of underperformance or non-performance from Mobility Partners or other third parties of which Reisbalans is dependent (as due to force majeure at their end).

Article 13: Term and termination of the Use Agreement

The Use Agreement will end automatically and by operation of law in the following situations:

- upon termination of the agreement between Reisbalans and your employer;
- if your employer decides that you can no longer use Reisbalans products and services;
- if your employment is terminated, or
- if Reisbalans is required to terminate the Use Agreement as a result of legislation or a decision of a competent authority.

In addition, Reisbalans will have the right to terminate the Use Agreement, to block your Account, and to deny you access to the Reisbalans App and the Portal, if you fail to comply with any of the provisions of these terms of use.

Termination of the Use Agreement will lead to termination of all rights to access and use all Reisbalans products and services. In no event will Reisbalans, if it terminates the Use Agreement, block your Account or deny access to the App or the Portal, be liable to compensate any costs or damages or to continue to grant access to any information (of any nature whatsoever) in your Account.

If, at the time of termination of the Use Agreement, you should hold a Mobility Card, such Mobility Card must be handed in to your employer or returned, free of charge, to Reisbalans customer service (see article 17).

Article 14: Changes to products and services and amendment of terms of use

Reisbalans will at all times be free to add other products and services to, or remove products and services from, its range, and to enter into partnerships with new Mobility Partners or terminate partnerships with Mobility Partners.

Reisbalans will be authorised unilaterally to amend these terms of use, for example in the event of a change to its offerings or to its Mobility Partners. In such event, we will request you to agree to the amended terms of use. As soon as you agree to the amended terms of use, the amended terms of use will apply to any and all existing and new Reisbalans products and services.

Article 15: Final provisions

The use of Reisbalans products and services and the use of the Mobility Card may be subject to an audit. Such an audit may be prompted by the wish to establish whether these terms of use are complied with or may take place in the context of compliance with tax rules. In the event of improper use, Reisbalans will be entitled, in addition to the possibility of termination as set forth in article 13, to charge you (additional) costs.

If your employer also uses terms and conditions for the use of Reisbalans products and services, and any such terms and conditions are conflicting with these terms of use, the provisions of Reisbalans terms of use will prevail as between you and Reisbalans.

Article 16: Disputes

These terms of use will be governed exclusively by the laws of the Netherlands.

In the event of a dispute, parties will first try and find an amicable solution. If no amicable solution can be found, the District Court for the Central Netherlands, Utrecht Location, will have jurisdiction to hear the dispute, unless Reisbalans chooses to bring a dispute before the competent court in your city of residence.

Article 17: Customer service

You may at all times contact Reisbalans customer service for any questions or comments. Customer service is available 24/7 by telephone at +31 (0)88 - 934 34 56. You may also contact customer service by sending an email to klantenservice@reisbalans.nl.

Mobility Cards may be sent to Klantenservice Reisbalans, Antwoordnummer 938, 3500 CB Utrecht, the Netherlands.

In order to answer your questions and to provide the right service, Reisbalans customer service may view information in your Account, such as personal data and Transactions.