

Terms of Use

Arval Mobility Pass

These terms of use are applied by Arval B.V., with its registered office in Houten, the Netherlands (**Arval**). Arval advises you to carefully read these terms of use so that you are aware of your rights and obligations.

Article 1: Introduction and scope

Arval enables efficient, flexible and transparent management of (corporate) employee mobility. Arval has entered into an agreement with your employer. As an employee, you can therefore make use of the Arval Mobility Pass.

These terms of use apply to all Arval Mobility Pass products and services (and transactions relating thereto), including the use of the mobility services and the use of the Arval Mobility Pass App, Mobility Card and online Portal. By using Arval Mobility Pass, you agree to be bound by these terms of use.

Article 2: Definitions

In these terms of use, the following definitions apply:

- **Account:** the User's personal Account used to access Arval Mobility Pass products and services.
- **App:** the Arval Mobility Pass application for mobile devices.
- **Content:** all material that has been or will be posted by Arval in the App and on the Portal, such as text, images, diagrams, tables and the graphic user interface of the App and the Portal.
- **User:** the natural person whose employer has entered into an agreement with Arval and who has been designated by their employer to use the services of Arval Mobility Pass. In these terms of use, the User is also referred to as 'you'.
- **Right of Use:** the right of the User to use Arval Mobility Pass, subject to the terms of use set out herein and the agreements between Arval and the User's employer.
- **Intellectual Property Rights:** all worldwide intellectual property rights and similar and related rights in the broadest sense, including in particular – but not limited to – (claims to) (1) copyright, (2) design rights, (3) trade mark rights, (4) trade name rights, (5) database rights, (6) patent rights, (7) know-how and (8) trade secrets, including all powers (which, in any event, includes the right to publish and reproduce) conferred or to be conferred thereon by relevant national and international legislation.
- **Mobility Card:** the public transport chip card provided as part of Arval Mobility Pass products and services.
- **Mobility Partners:** providers from whom transport and travel products or services can be purchased via Arval Mobility Pass (such as public transport operators, bicycle and car hire companies, taxi firms and travel information providers).
- **Portal:** the Arval Mobility Pass desktop online application.

- **TLS:** Trans Link Systems B.V. This company is responsible for issuing the public transport chip card in the Netherlands and ensuring the smooth running of the public transport chip card system.
- **Transaction:** any action recorded via the Account, the App, the Portal or the Arval Mobility Pass Mobility Card. Examples include trips made or submitted expense claims or allowances.

Article 3: Arval Mobility Pass products and services

Your employer decides which products and services you can use and what terms of use apply between you. The fact that Arval Mobility Pass products and services are mentioned in these terms of use does not mean that you are entitled to use them. Your personal Account shows which products and services have been selected by your employer.

Article 4: Personal Account

To use Arval Mobility products and services, you must activate your Account once and accept these terms of use; you cannot use Arval Mobility Pass unless you accept the terms of use. Your Account gives you access to the Arval Mobility Pass App and Portal, among other things.

You warrant that the personal details in your Account are complete, accurate and up to date. You must update any changes to your details in your Account in good time. Arval bases its calculations on the details you have provided. Arval is not itself under any obligation to verify the accuracy of the details.

Your Account is strictly personal. Third parties using your Account for Arval Mobility Pass products and services is not permitted. You must keep your Account login details (including your username and password) confidential and must not share them with third parties. You must also keep these details safe and ensure that third parties cannot access them. If you suspect any unauthorised use of your Account or login details, you must notify Arval Mobility Pass customer services immediately (see Article 17).

Article 5: Arval Mobility Pass App and Portal

Via the App and the Portal, you can, among other things, view and update your personal details (where permitted), view your transactions and request additional products and services from Arval Mobility Pass. You can also use the services of some Mobility Partners via the Arval Mobility Pass App.

When you are logged in to the App, Arval may use your contact details, travel history, card details, travel balance, transaction details, location data, device data and operating system (OS) data. This data is not stored locally on your mobile device.

Using the GPS feature in the App (where available), you can record the trip you make. Trip tracking is then performed using the location data (mobile signal, Wi-Fi and/or GPS) from your mobile device. You can turn location services on or off at any time. The GPS function is switched off by default.

If your employer has made this available, you can use the expense claim feature in the App or the Portal to claim expenses or add a home working allowance.

You can find more information about the App and the Portal in Arval Mobility Pass FAQ. You can access this via the App, the Portal and at faq.mobilitypass.arval.nl.

You are entitled to use the App and the Portal in the manner described in these terms of use. The following rules apply to the use of the App and the Portal as well:

- you must not access (or attempt to access) the system in any way other than through the interfaces provided by Arval
- you must not circumvent any security measures (such as copy protection or a restricted environment) within the App or the Portal; and
- you must not engage in any activities that could disrupt or interrupt the software.

The App and the Portal are provided 'as is' and 'as available'. Arval provides no warranties regarding the use of the App and the Portal. Due to ongoing innovation of the App and the Portal, their design, features and Content may change from time to time without Arval being required to give prior written notice. The App may automatically download and install updates from Arval from time to time. These updates are intended to improve, expand and further develop the App and may take the form of bug fixes, enhanced functionality and/or new versions of the App. You agree to receive such updates and authorise Arval to send them to you.

Article 6: Mobility Card

The Mobility Card(s) is / are, among other things, a business public transport chip card that provides access to some of the services offered by the Mobility Partners. The Mobility Card can be issued to you either as a personal card or as a departmental or organisational card that is passed around among different employees within your department or organisation.

With the Mobility Card, you can make use of the options selected by your employer. You can find more information about this on the Arval Mobility Pass website. Only products provided by Arval may be loaded onto the Mobility Card. The Mobility Card may not be used for options not offered by your employer.

Arval ensures that the Mobility Card has sufficient credit, which is topped up automatically. You are not permitted to top up a Mobility Card yourself.

When using public transport, you must always check in and check out, even when using the Mobility Card. The Mobility Card includes 2nd-class travel as standard. You may only travel 1st class if your employer so permits.

Only those for whom the Mobility Card has been applied for may use it. You must take good care of any Mobility Card provided to you. It is not permitted to issue a Mobility Card to a person for whom one has not been applied for. If you suspect that your Mobility Card has been lost, stolen or used without authorisation, you must immediately notify Arval Mobility Pass customer services (see Article 17) or report this via the App or the Portal.

The Mobility Card is issued by TLS and remains the property of TLS. The Mobility Card will then be provided to you (or your employer). TLS is the processor of personal data resulting from the use of the Mobility Card and the data controller with regard to the processing of Transaction data. The terms of conditions of TLS (also) apply to the use of the Mobility Card. These can be found at faq.mobilitypass.arval.nl/voorwaarden.

You must not reproduce, copy or alter the Mobility Card, or circumvent its security features.

The Mobility Card is valid until the expiry date shown on the card.

If you and/or your employer no longer wish to use the Mobility Card or are no longer entitled to do so, you must hand it in to your employer or return it to Arval Mobility Pass customer services (see Article 17). Once Arval has processed the return of the card, the Mobility Card subscription will be terminated.

Article 7: Mobility Partners and Arval's relationship with these partners

Through Arval Mobility Pass, Arval offers various forms of mobility in collaboration with a range of selected Mobility Partners. Travel information (such as the trip planner, departure times, trip duration, route and the availability of transport options) is also sourced from third parties.

If you use the services of the Mobility Partners, a (transport) contract will always be formed between you and the relevant Mobility Partner. Arval is not a party to that. In such cases, the Mobility Partner's general conditions and terms of use will (also) apply. The Mobility Partner can change these. An up-to-date list of our Mobility Partners can be found on the Arval Mobility Pass FAQ page in the App, the Portal and on faq.mobilitypass.arval.nl. There you can find the relevant terms and conditions of these partners, as well as on the Mobility Partner's communication channels, such as the Mobility Partner's website or App. If you use the services provided by the Mobility Partners, you automatically agree to their terms and conditions.

If you have any questions, concerns or complaints regarding a Mobility Partner (for example, if you are unable to use a particular service and are unsure of the reason), you can always contact Arval Mobility Pass customer services (see Article 17). Arval will investigate the matter if necessary.

Arval is not responsible for the Mobility Partner's performance of the agreement. Nor is Arval responsible for the (travel) information provided by the Mobility Partner or for the Mobility Partner's pricing (including fines and price increases). Even if you are unable to use the services of a Mobility Partner (temporarily or otherwise) – for example, in the event of a fault or breakdown at the Mobility Partner – Arval will not be liable for any costs or damage resulting therefrom.

Arval relies on the information provided by the Mobility Partner or you and is under no obligation to verify the accuracy of this information. This applies not only to travel information, but also to the costs. If you disagree with a Transaction on your payment statement, please contact Arval. Arval will then investigate the matter and contact the relevant Mobility Partner. Arval offers this as an extra service. If Arval recovers the disputed amount from the Mobility Partner, it will be deducted from your Account. If the Mobility Partner disputes that the amount should be refunded, Arval's involvement will cease and you can contact the Mobility Partner yourself.

Article 8: Assistance when you've forgotten to check out on public transport

When using public transport, Users must ensure they check in and out correctly using the Mobility Card. This also applies if you change Mobility Partners during your trip (such as when transferring from a train to the underground). This is how the Mobility Partners calculate the distance travelled and the fare to be charged for it.

If Users fail to check in and out correctly (for example, because they forget to do so), the Mobility Partners will be unable to determine the route and charge the full boarding fare. In that case, Arval will also charge this amount to your employer.

To correct a missed check-in or check-out retrospectively, Arval recommends using the uitcheckgemist.nl service. Uitcheckgemist.nl handles the administrative procedures with the Mobility Partner and passes the refund on to Arval. Here at Arval, we combine that initial rate with the refund and the corrective rate (the cost of the trip), and you'll automatically see these on your statement in the App or the Portal.

As a courtesy, Arval will send you an email as soon as we suspect you have missed a check-in or check-out, so that you can take action. No rights may be derived from this information. The conditions determining whether or not you are entitled to a correction are set by the Mobility Partner. They apply their own terms and conditions to this, which are available on their websites.

Article 9: Private use

If your employer has made Arval Mobility Pass available for personal use, the products and services offered by Arval Mobility Pass can also be used for personal purposes. You can label Transactions for personal use as 'personal' in the App or the Portal.

Payment for Transactions for personal purposes is made by your employer (through deduction from your salary or otherwise). In that case too, a contract is in place between Arval and your employer (only).

Your employer may terminate the private use scheme, or you may choose to opt out of the scheme yourself.

Article 10: Intellectual Property Rights

All Intellectual Property Rights relating to Arval's products and services (including the App, the Portal and the Content published therein) remain vested in Arval and its licensors. These terms of use do not imply any transfer of Intellectual Property Rights to you. Arval grants only a non-exclusive licence to use the App and the Portal in accordance with the terms of use.

You are not permitted to disclose and/or reproduce the App, the Portal and the Content contained therein other than through the use of Arval's products and services in accordance with these terms of use.

You agree not to remove, obscure or alter any proprietary notices (such as copyright or trademark notices) attached to or contained within the App or the Portal.

By posting content on the App or the Portal, you grant Arval an unlimited, worldwide, non-exclusive licence to use such content to the extent necessary for the use of the App and the Portal or of Arval Mobility Pass products and services.

Article 11: Personal data and privacy

We process your personal data in accordance with Arval's privacy policy. Arval's privacy statement is available at arval.nl/privacy.

In the course of providing our services, personal data is exchanged between Arval and Reisbalans B.V. (or its group of companies). These parties process personal data in their capacity as independent data controllers. The personal data that is shared is set out in the specific privacy statement for Reisbalans' Arval Mobility Pass. This can be viewed in the App, the Employee Portal and on faq.mobilitypass.arval.nl/privacybeleid. In certain cases, personal data is shared with third parties. Alternatively, we may receive information about you from third parties. The specific data involved varies depending on the service. The specific privacy statement for Reisbalans' Arval Mobility Pass includes a list of these third parties and their roles.

When you use Arval Mobility Pass, Arval may share the following information with your employer for each trip:

- staff number
- date and day of the week
- whether the trip was made in 1st or 2nd class
- nature of the trip (business / private / commuting)
- location
- costs incurred, including discount percentage or corrective rate
- 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

Arval does not guarantee that its products and services (including the App, the Portal, the Mobility Card and the trip planner) will always be available for use without interruption and accepts no liability for any costs or damage resulting therefrom. This is also because the service's operation depends in part on external factors, including (information regarding and the availability of) the Mobility Partners and the operation of Arval's and third parties' computer or telecoms systems.

In the event that Arval is held liable, it will only be obliged to compensate any direct damage or loss. This will be taken to mean exclusively: (a) physical damage to property, (b) reasonable costs incurred to ensure that Arval Mobility Pass complies with the terms of the agreement, (c) reasonable costs incurred in determining the cause and extent of any direct damage or loss, and (d) reasonable costs incurred in preventing or limiting direct damage or loss.

Arval is not liable for compensation of indirect damage or loss. This includes, among other things: (a) consequential damage or loss, loss of turnover and profit, (b) lost savings or investments made, (c) loss resulting from business interruption or standstill, (d) costs incurred to prevent, establish or limit indirect damage or loss or liability therefor, and (e) costs incurred to obtain an (in-court or out-of-court) settlement for indirect damage or loss, and (f) damage or loss relating to the corruption, destruction or loss of data or documents.

Arval will in no event be liable for any damage, loss, costs, fines or other expenses arising from any cause or circumstance beyond its reasonable control and for which it cannot be held responsible. This includes strikes, fire, outages, disruptions or delays in the telephone network, the internet or any other communications network (as a result of which Arval's products or services do not function (properly) or are not accessible), cybercrime, illness, adverse weather conditions such as storms and flooding, if Arval is restricted in fulfilling its obligations by measures or actions taken by the (local) government (including measures resulting from an epidemic or pandemic), war or in the event of failure to perform (properly) by Mobility Partners or other third parties, including IT suppliers on whom Arval relies (such as due to force majeure on their part).

Article 13: Duration and termination of the Right of Use

The Right of Use will terminate automatically and by operation of law in the following cases:

- when the Arval Mobility Pass agreement between Arval and your employer ends
- if your employer decides that you are no longer permitted to use the products and services of Arval Mobility Pass
- if you leave the employment of the employer; or
- if Arval is required to do so as a result of legislation or a ruling by a competent authority.

In addition, Arval is entitled to terminate the Right of Use, block your Account and deny you access to the Arval Mobility Pass App and Portal if you fail to comply with one or more of the provisions set out in these terms of use.

Termination of the Right of Use will result in termination of all rights to access and use all Arval Mobility Pass products and services. If Arval decides to terminate the Right of Use, suspend your Account or deny you access to the App or the Portal, Arval will under no circumstances be obliged to reimburse any costs, damage or loss, or to continue to grant you access to any information (of whatever nature) from your Account.

If the Right of Use ends and you hold a Mobility Card, you must hand it in to your employer or return it free of charge to Arval Mobility Pass customer services (see Article 17).

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

Arval is free to add or remove other products and services from its range at any time, and to enter into partnerships with new Mobility Partners or terminate partnerships with existing Mobility Partners.

Arval is authorised to amend these terms of use at its discretion, for example in the event of a change to the services offered or a change in Mobility Partners. In that case, we will ask you to accept the amended terms of use via the App or the Portal. From that point onwards, the amended terms of use will apply to all existing and new Arval Mobility Pass products and services.

Article 15: Final provisions

The use of Arval Mobility Pass products and services, as well as the use of the Mobility Card, may be subject to monitoring. Such a check may be prompted by a desire to ascertain whether actions are in line with these terms of use or to ensure compliance with tax regulations. In the event of improper use, Arval is entitled to charge for any additional costs, in addition to the right to terminate the contract under Article 13.

If your employer also imposes conditions on the use of Arval Mobility Pass products and services and there is a conflict, the provisions set out in the Arval Mobility Pass terms of use will apply between you and Arval in that regard.

Article 16: Disputes

These terms of use are governed exclusively by Dutch law.

In the event of a dispute, the parties will first attempt to reach a mutual resolution. In the unlikely event that the dispute is not resolved, the Midden-Nederland District Court, Utrecht division, will have jurisdiction to hear the dispute, unless Arval chooses to bring the matter before the competent court in your place of residence.

Article 17: Customer Services

If you have any questions or comments, feel free to contact Arval Mobility Pass customer services. You can contact customer services 24/7 by calling +31 (0)88 934 34 72. Alternatively, you can contact customer services by email at mobilitypass@arval.nl.

Mobility Cards can be sent to Arval Mobility Pass Customer Services, Antwoordnummer 938, 3500 CB Utrecht.

In order to answer your questions and provide you with the right service, the Arval Mobility Pass customer services team may view information from your Account, such as your personal details and Transactions.