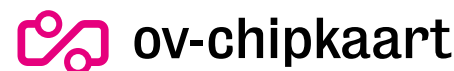


Terms and Conditions OV-chipkaart



Note: This English version of the Terms and Conditions is the translation of the Dutch version. In any event the (wording of the) Dutch version prevails and is binding for all parties involved.

These general terms and conditions for the OV-chipkaart took effect on January 1, 2024.

These general terms and conditions ('general conditions') set out your rights and obligations as the holder of an OV-chipkaart. We have set out these conditions as clearly as possible. If you still have questions, visit www.ov-chipkaart.nl/en or contact OV-chipkaart Customer Service.

You can find general information about the OV-chipkaart at www.ov-chipkaart.nl/en. If you want to access data, such as your travel history, or change your details because you have moved house, for example, create an account and visit My OV-chipkaart: www.ov-chipkaart.nl/my-ov-chip.

Who are 'you' and 'we'?

- The following terms are defined as stated in these general conditions:
 - you, your: the holder of an OV-chipkaart.
 - we, us, our, Translink: Trans Link Systems B.V., whose registered office is at Stationsplein 151-157, 3818 LE Amersfoort, registered with the Chamber of Commerce under number 30177126.

What do we agree with you under these conditions?

- Translink issues the OV-chipkaart. The OV-chipkaart is and remains our property.
- These general conditions apply to the OV-chipkaart that allows you to travel and pay on public transport in the Netherlands.
- These conditions apply to the OV-chipkaart and its use.
- It is important that you use your OV-chipkaart carefully and in accordance with these general conditions.
- These general conditions apply to a personal and an anonymous OV-chipkaart as from January 1, 2024. These general conditions apply to every new and existing OV-chipkaart but have no retroactive effect. Unless explicit reference is made to the personal or anonymous OV-chipkaart, these conditions apply to both versions of the OV-chipkaart.
- You can obtain these general conditions free of charge from a service point: a staffed counter (or a ticket office) where you can go for information about the OV-chipkaart. A service point can be recognised by its OV-chipkaart logo. You can find the addresses of service points in your area at www.ov-chipkaart.nl/en. You can also access and download the general conditions at www.ov-chipkaart.nl/en or request a copy of these conditions from OV-chipkaart Customer Service (tel. no. 0900-0980; usual call charges apply).
- You can place various products on the OV-chipkaart from companies that accept it as a means of payment. We call this loading. Examples of products include a discount product, a subscription or another offer. If you load a product on your OV-chipkaart, the instructions and conditions of those products may also apply. Translink is not a party to any products that you purchase from these companies. Refer to the product conditions of these companies for information about refund options or consequences for products on your OV-chipkaart if your OV-chipkaart is lost or stolen.
- You can also reload the balance on your OV-chipkaart. This means that you top up the balance on your OV-chipkaart using coins, banknotes, a debit card payment through a pick-up device bearing the OV-chipkaart logo, service point or the website www.ov-chipkaart.nl/en. If you reload the balance at the website, you can then collect the balance at a collection machine. You can find collection machines in your area at www.ov-chipkaart.nl/en.
- Do you use automatic reloading? That means that you top up the balance on a personal OV-chipkaart by direct debit. We have drawn up additional conditions for this purpose. You can find them at www.ov-chipkaart.nl/en or at a service point of companies that accept the OV-chipkaart as a means of payment.
- The services provided through OV-chipkaart Customer Service are subject to the general terms and conditions for the provision of paid information services (AV CZ/84).

- We do our utmost to ensure that our various terms and conditions are consistent with each other. If there is any inconsistency, these general conditions take precedence unless a more favourable provision applies to you.
- These general conditions do not apply to an OV-chipkaart that has been issued by a business card provider for business use.
- You can view and download our schedule of OV-chipkaart charges at www.ov-chipkaart.nl/en or request a copy from OV-chipkaart Customer Service.
- We have the right to unilaterally amend these general conditions. If we draft new general conditions, we will publish them on www.ov-chipkaart.nl/en at least one month before the effective date of the new general conditions. We will change these conditions only in consultation with representative consumer organisations.

How can you apply for an OV-chipkaart or change your details?

- You can obtain an anonymous OV-chipkaart from a service point or from designated machines.
- You can apply for a personal OV-chipkaart at www.ov-chipkaart.nl/en or by using an application form available from a service point.
- If you use a personal OV-chipkaart, notify us as soon as possible if anything changes regarding your name (e.g. if you get married or divorced), address, phone number or e-mail address, or if you believe the details we hold for you in our systems are incorrect. You can do this if you have an account for My OV-chipkaart at www.ov-chipkaart.nl/en, by using our digital contact form at www.ov-chipkaart.nl/en or through OV-chipkaart Customer Service. You may terminate this account at any time. Translink reserves the right to terminate the My OV-chipkaart account if it is not actively used for a continuous period of at least 12 months.

How do you use the balance on your OV-chipkaart?

- If you are travelling on balance, make sure that there is sufficient balance on your OV-chipkaart.
- If you believe an error has been made in debiting or crediting the balance on your OV-chipkaart, report this to us within three months of this debit or credit entry. In these cases, we can use the data in our records as proof of the balance on your OV-chipkaart and all transactions.
- You do not receive interest on your OV-chipkaart balance.

How do you pay and reload your OV-chipkaart?

- If you pay with your OV-chipkaart or reload your OV-chipkaart (with balance or products), use www.ov-chipkaart.nl/en, a service point or machines with the OV-chipkaart logo for this purpose. Follow the instructions given to you on site. The transport operator may charge a fee for balance reloading through their service point.
- After following the instructions, you cannot cancel a payment, the balance reloading or a product. However, you can request a refund of your balance. See the description under the heading 'How to obtain a refund of the balance on your OV-chipkaart'. Loading through the website is subject to cancellation rules, which are described in the order conditions at www.ov-chipkaart.nl/en.
- If you reload your balance in accordance with the instructions, we guarantee that the balance on your OV-chipkaart will be increased by your exact reloading amount, even if this is done through third parties.
- Instructions for balance reloading can be found at www.ov-chipkaart.nl/en. Loading is capped each time. There is also a cap on the total balance on your OV-chipkaart.
- You pay with the balance on your OV-chipkaart in accordance with the conditions of the companies that accept the OV-chipkaart as a means of payment. Payments made with your OV-chipkaart are automatically deducted from the remaining balance on your OV-chipkaart.
- Payments with the OV-chipkaart are not subject to any charges.

How do you use your OV-chipkaart?

- You must handle the OV-chipkaart with care and use it only for the purpose for which it has been issued.
- You are responsible for the OV-chipkaart as soon as you receive it. You carry the risk of loss, theft or damage of the OV-chipkaart from the time of receipt.
- Only you may use your personal OV-chipkaart. If you allow someone else to use your personal OV-chipkaart, it will be at your risk and expense.
- You are not allowed to sell, resell, offer for sale or provide your OV-chipkaart to third parties for profit in any way. You are also not allowed to load or have your OV-chipkaart loaded with a profit motive for the benefit of third parties.
- You might need to use more than one OV-chipkaart. We expressly recommend not checking in or out with more than one OV-chipkaart at the same time. This could happen, for example, if you hold a wallet containing more than one OV-chipkaart in front of a machine with the OV-chipkaart logo. If you do this, you risk paying twice.
- You are not allowed to damage, alter or use the OV-chipkaart contrary to these general conditions or our instructions. You are not allowed to reproduce, disclose, alter, circumvent or otherwise interfere with the security measures on the OV-chipkaart to make unauthorised use of it. You are also not allowed to provide opportunity for any of the above acts or to have others perform these acts.

How can you obtain a refund of the balance on your OV-chipkaart?

- If you want a refund of the balance on your OV-chipkaart, you are entitled to it. Request a refund of the balance on at OV-chipkaart online www.ov-chipkaart.nl/en, through 'My OV-chipkaart account' or at a service point. Alternatively, you can fill out a termination and credit refund form at www.ov-chipkaart.nl/en.
- If the right to use your OV-chipkaart ends, as described under the heading 'When does your right of use end?', you are entitled to a refund of the balance on your OV-chipkaart up to five years after the end of your right of use. You can arrange this online at www.ov-chipkaart.nl/en, at a service point or through OV-chipkaart Customer Service.
- The refund of a balance on an active OV-chipkaart (not a terminated, blocked or expired OV-chipkaart) through a service point is possible only in accordance with the instructions of the relevant service point. If you wish to arrange a direct or cash refund of your balance at a service point, the information about your balance as stored on your OV-chipkaart is decisive unless you can show proof to the contrary.
- We may cap the amount for refunding a balance through a service point. You can find this maximum amount in our schedule of charges. If you have a higher balance on an active OV-chipkaart and want a refund, this is possible by using the online form at www.ov-chipkaart.nl/en.
- We will transfer the remaining balance to the bank account number you have entered on the form.

What happens if your OV-chipkaart is lost or stolen?

- If you discover that your personal OV-chipkaart has been lost or stolen, report it as soon as possible. You can do this through your My OV-chipkaart account or OV-chipkaart Customer Service. After we receive your report, we will block your personal OV-chipkaart from further use with effect from midnight on the day following your report. Unblocking a blocked personal OV-chipkaart is not possible.
- We cannot block an anonymous OV-chipkaart. You do not need to report the loss or theft of an anonymous OV-chipkaart to us.
- If your personal OV-chipkaart has been stolen, we may ask you to report the theft to the police as soon as possible. You confirm this report to us in writing by sending us a copy of the report.
- As the owner of the personal OV-chipkaart, we may also report its theft to the police. We need not exercise this right. If we report a theft, we will provide your known personal and other data to the police on request.
- After we receive your report of loss or theft, we bear the risk of losing the balance on your personal OV-chipkaart from midnight on the day following

your report unless you act intentionally or are grossly negligent. You bear the risk of losing the balance until this time. This means we will pay you the balance on your personal OV-chipkaart at midnight on the day following your report according to our records. When we calculate this balance, we consider all loading and payment transactions carried out with the OV-chipkaart up to midnight of the day following your report. We will transfer the balance to the bank account number you have provided for this purpose.

What happens to your balance, products and old OV-chipkaart if you replace your personal OV-chipkaart?

44. If your personal OV-chipkaart is stolen, lost or defective, we can make a replacement copy of your old personal OV-chipkaart at your request. Costs may apply.
45. If you suspect your OV-chipkaart is defective, visit www.ov-chipkaart.nl/en or call OV-chipkaart Customer Service to find out what to do.
46. We cannot replace an anonymous OV-chipkaart because we do not have your personal and other data in our records.
47. We will transfer the balance on your old personal OV-chipkaart to the bank account number you have provided for this purpose. We calculate the balance based on our records. We will do this within two weeks of your report and then transfer the balance as soon as possible.
48. If there are products on your personal OV-chipkaart according to our records, we will transfer these products to your replacement OV-chipkaart unless this is impossible under the relevant suppliers' product conditions.
49. Once we have your old personal OV-chipkaart in our possession, we will block and destroy it, if not already blocked, so no one else can use it.

What are the consequences of fraud with your OV-chipkaart?

50. Fraudulent acts include copying or forging an OV-chipkaart.
51. Actual or suspected fraudulent acts with your OV-chipkaart must be reported as soon as possible at OV-chipkaart Customer Service or through www.ov-chipkaart.nl/en. After this, hand in your OV-chipkaart to us in accordance with our instructions.
52. We may investigate but are not obliged to do so following your report. We may involve third parties in such an investigation. We will share your known personal and other data for the purpose of such an investigation.
53. After fraud is reported, or if we suspect fraud, we may, at our discretion and as soon as we deem necessary:
 - a. block your OV-chipkaart
 - b. block your balance
 - c. block one or more products on your OV-chipkaart
 - d. refuse a request to refund the balance or a missed check-out
 - e. refuse new product applications.
54. We are not obliged to block your OV-chipkaart in case of actual or suspected fraud. For example, we may choose not to block it if that would interfere with further investigation.
55. If we have detected fraud with your OV-chipkaart, we will compensate you for the amount of demonstrable financial loss resulting directly from this fraud.
56. We can only compensate the aforementioned financial loss for an anonymous OV-chipkaart if we have your personal or other data. This compensation will be paid after you return your anonymous OV-chipkaart in accordance with our instructions. We will then:
 - a. provide a new copy of your anonymous OV-chipkaart free of charge, and/or
 - b. compensate you for the financial loss you have demonstrably suffered in relation to the balance or products on your anonymous OV-chipkaart as a direct consequence of the fraud.

The information under the heading 'What is Translink liable for?' applies here.
57. An inspector (of a transport operator) is authorised to confiscate an OV-chipkaart on Translink's behalf. This happens if you act contrary to these general conditions. Items can also be seized to (1) prove the truth, or (2) prove what are known as unlawfully obtained gains (under Section 36e of the Dutch Criminal Code).

58. If you are entitled to compensation for loss of your balance due to fraud with your OV-chipkaart, we will refund you the balance on your OV-chipkaart, according to our records, immediately before the detected fraud occurred. When we calculate this balance, we consider all loading and payment transactions that you carried out with the OV-chipkaart before the fraud.
59. If your intent, fault or gross negligence has caused or contributed to the fraud with your OV-chipkaart, you are not entitled to compensation.
60. If you have enjoyed any demonstrably improper gain because of the fraud with your OV-chipkaart, we may set off or recover that gain from you.
61. Compensation for loss or damage you suffer does not mean that we acknowledge any liability for the fraud.

What is Translink liable for?

62. We are liable to you for damage resulting from our failure to perform the agreement. We are always liable if the failure is the result of our intent or gross negligence. If the failure cannot be attributed to us, we are not liable. We only have to compensate your damage if it is sufficiently and directly connected to the event for which we are liable and is a consequence of that event, and if that damage can be attributed to us also because of the nature of the liability and the nature of the damage. You are legally obliged to take reasonable measures to prevent or limit your damage.

When does your right of use end?

63. The right to use your OV-chipkaart ends in these cases:
 - a. We have received your OV-chipkaart by post or you have handed in your OV-chipkaart at a service point.
 - b. The holder of a personal OV-chipkaart dies and we have received notification of this fact.
 - c. We have blocked a personal OV-chipkaart after receiving a report of loss or theft.
 - d. We have blocked a personal or anonymous OV-chipkaart in case of actual or a reasonable suspicion of fraud.
 - e. We are forced to terminate your OV-chipkaart because of a directive or instruction from an authority, such as a supervisory authority, insolvency practitioner, administrator or banking institution.
 - f. You have stated in writing that you do not agree to a change in services, instructions, charges or these conditions.
 - g. The validity period of your OV-chipkaart has expired. The validity period may be shown on your OV-chipkaart. You can also check its validity period at machines displaying an OV-chipkaart logo or through our website www.ov-chipkaart.nl/en.
 - h. A compelling interest has justified termination of the right of use of your OV-chipkaart, for example if the technology of the OV-chipkaart changes, the OV-chipkaart is technically defective, for security reasons, to protect the operation of the OV-chipkaart system or if we have detected actual abuse or fraud or reasonably suspect this with your OV-chipkaart.
 - i. New ways of checking in and out on public transport across the Netherlands have been introduced under the umbrella name OVpay. As a passenger, you decide with OVpay how to check in and out on public transport. For example, you can then choose to check in and out with a new OV-chipkaart option and new forms of payment such as a contactless debit card or credit card. We will keep you updated on developments concerning OVpay through www.ovpay.nl/en. As OVpay is introduced nationwide, Translink will phase out and terminate the current OV-chipkaart and OV-chipkaart services. This will end the right to use your OV-chipkaart as from the phasing-out and termination date of the OV-chipkaart and OV-chipkaart services. Translink will announce this end date at least six months in advance on its website and in general announcements on social and in other media. If your OV-chipkaart's validity period ends after this expiry date, you will be entitled to reasonable compensation. Translink will determine this reasonable compensation.
64. You must stop using your OV-chipkaart immediately after your right of use ends.
65. The end of the right to use your OV-chipkaart does

not affect data stored on it, including the amount of your balance and any products, provided that your OV-chipkaart is not damaged.

66. The end of the right to use your OV-chipkaart also does not affect your right to a balance refund unless you are at fault.

How are your personal data processed?

67. We or a third party acting on our behalf will process your personal data as stated in our privacy statement. You can download the privacy statement at www.ov-chipkaart.nl/en or request it from OV-chipkaart Customer Service.

What can you do if you have a dispute with us?

68. If you disagree – after consulting our complaints manager – with how we have handled one of your complaints, we have a dispute. Within three months of the dispute arising, you can report the dispute to the Geschillencommissie Openbaar Vervoer (Public Transport Complaints Desk), Bordewijklaan 46, PO Box 90600, 2509 LP The Hague (www.degeschillencommissie.nl/english/). You can also refer the dispute to Klachtenloket Openbaar Vervoer (www.klachtenloket-openbaarvervoer.nl/), Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag or the ordinary courts.
69. Klachtenloket Openbaar Vervoer mediates and can help you submit your dispute to Geschillencommissie Openbaar Vervoer.
70. If you submit a dispute to Geschillencommissie Openbaar Vervoer, we are bound by this choice. If we want to submit a dispute to Geschillencommissie Openbaar Vervoer, we ask you to let us know within five weeks whether you agree. If you disagree or do not respond within these five weeks, we may refer the dispute to the ordinary courts.
71. Geschillencommissie Openbaar Vervoer renders a decision based on its regulations. You can request these regulations from Geschillencommissie Openbaar Vervoer. Geschillencommissie Openbaar Vervoer's decision is a binding opinion, which means we and you must comply with it. If you bring a dispute to Geschillencommissie Openbaar Vervoer, you will owe it a fee.

Other arrangements

72. We will keep you informed of changes to our services, the associated instructions and our charges through www.ov-chipkaart.nl/en. We may make these changes effective at any time. If you disagree with a change, notify us in writing within 30 days of our notice. The right to use your OV-chipkaart ends ten calendar days after we receive your notice. The balance is refunded as described under the heading 'How to obtain a refund of the balance on your OV-chipkaart'.
73. We may issue a new OV-chipkaart or other means of providing access to public transport with different features or conditions, or at different prices, at any time.
74. We will always endeavour to ensure a well-maintained, well-functioning and well-secured OV-chipkaart system and website.
75. If you have a complaint, claim, opinion or suggestion relating to products or services you paid for with the OV-chipkaart, contact the company providing the products and/or services.
76. We have the right to use third-party services at any time when issuing the OV-chipkaart and for the work required for this purpose.
77. If we have an amount owing from you, such as a balance deficit or administration fee, we may set off what you owe, whether due and payable or conditional, against any claims you have against us, whether or not due and payable.
78. For questions, instructions, information about administration costs and charges, or complaints about the OV-chipkaart or us, contact us through www.ov-chipkaart.nl/en or OV-chipkaart Customer Service. Our complaints procedure can be found at www.ov-chipkaart.nl/en.

These general conditions have been filed with the Chamber of Commerce under number 30177126.