

General Conditions

TERMS OF USE XXIMO SERVICE

These Terms of Use apply to XXIImo's mobility services.

Article 1. Definitions

In these Terms of Use, the following terms, each denoted by a capital letter, shall have the following meanings:

Agreement:	the agreement between Customer, XXIImo and the Foundation pursuant to which XXIImo provides the Service to Customer;
Balance:	funds paid in advance by or on behalf of the Customer to the Foundation, expressed in euros, for use of the Mobility Services, being the initial Balance as set forth in Article 5.4 of the Agreement and adjusted from time to time in accordance with the Agreement;
Customer:	the natural person acting in the exercise of a profession or business or the legal person who has entered into an Agreement with XXIImo for the use of the Service;
Foundation:	Stichting Client Monies XXIImo Financial Services, having its office at Stadsplateau 11, 3521AZ Utrecht, registered with the Trade Register of the Chamber of Commerce under number 84793627;
General Terms and Conditions:	the general terms and conditions of XXIImo applicable to the provision of the Service (including but not limited to these Terms of Use), the use of the Token and other services as listed on https://www.xximo.com/nl-nl/juridisch ;
Milo App:	a by or for XXIImo developed application that provides Token Holders with information about Mobility Services, the Balance and executed transactions.
Mobility Services:	the Services offered by Partners or purchased from Partners;
OV-chip card:	a business public transport chip card with XXIImo logo issued by or on behalf of XXIImo FS;
Partner:	a supplier with whom XXIImo BV has entered into an agreement to purchase the Mobility Services on behalf of the Customer;
Retailer:	company or institution that accepts Tokens as a means of payment;
Schedule:	the schedule(s) to these Terms of Use;
Service(s):	XXIImo's services related to the management and payment of Mobility Services;
Terms of Use:	these terms and conditions, forming part of the General Terms and Conditions, regardless of the form in which they are made known;

Token(s):	a means of payment and/or identification issued by XXIImo FS at the Customer's request such as for example but not limited to a card, token, payment option in app, payment card, EV token and/or OV chip card and any other Token issued by XXIImo in the future;
Token Holder(s):	the natural person designated by Customer who is entitled to use parts of the Service and who can use Mobility Services using the Token;
Website:	the website www.xximo.com ;
XXIImo:	joint designation for XXIImo BV and XXIImo FS;
XXIImo BV:	XXIImo B.V., having its office at Stadsplateau 11, 3521 AZ Utrecht, registered with the Trade Register of the Chamber of Commerce under number 53111524;
XXIImo FS:	XXIImo Financial Services B.V., having its registered office at Stadsplateau 11, 3521 AZ Utrecht, registered in the Commercial Register of the Chamber of Commerce under number 84501901, licensed by De Nederlandsche Bank N.V. as an electronic money institution within the meaning of Article 1:1 of the Financial Supervision Act (relation number R187462);
XXIImo Portal:	the secure area of the Website where the Customer can administer and manage the use of the Mobility Services by Token Holders and where the Customer can download and view reports.

Article 2. Application of Terms of Use and Agreement

- 2.1. These Terms of Use shall apply to all quotations and Agreements concerning the provision by XXIImo of the Services to or for the benefit of the Customer, whether made orally, in writing, electronically or in any other form. The Terms of Use shall also apply to any subsequent Agreements between XXIImo and the Customer, unless otherwise expressly agreed in writing.
- 2.2. All offers made by XXIImo are without obligation and may be revoked by XXIImo at any time prior to the conclusion of the Agreement. Agreements are concluded when XXIImo has accepted the Customer's application by written or electronic confirmation. XXIImo is entitled to refuse a Customer at any time without providing any reason. The Customer shall not be entitled to assign the rights and obligations under the Agreement to a third party, unless otherwise expressly agreed in writing by the Customer and XXIImo.

Article 3. Services

- 3.1. During the term of the Agreement XXIImo shall make every effort to provide the Services within the agreed term and in accordance with the agreed specifications. The Services include, but are not limited to, providing access to the XXIImo Portal by XXIImo BV and supplying the agreed Token by XXIImo FS.
- 3.2. XXIImo shall endeavor to ensure that the Customer has access to the XXIImo Portal and the Milo App offered thereon and that the Customer can purchase Mobility Services from Partners using the Token. XXIImo cannot be held responsible for acts or omissions of Partners.
- 3.3. All delivery periods stated by XXIImo have been established to the best of XXIImo's knowledge based on the information known to XXIImo at the time the period was issued. The mere exceeding of a delivery term shall not constitute default by XXIImo.

Article 4. XXIImo Portal

- 4.1. Within the framework of the Service, XXIImo provides the Customer with a URL of the XXIImo Portal, as well as an access code and password, which makes the XXIImo Portal accessible to the Customer.
- 4.2. The XXIImo Portal allows the Customer to manage the use of the Token and the Mobility Services by itself and by Token holders. Token Holders can use the Milo App to view their use of the Mobility Services. Access codes and passwords, whether or not provided by XXIImo, are strictly personal and must be treated confidentially.
- 4.3. The Token Holder must itself download the Milo App. The use of the Milo App is subject to additional terms of use, which can be viewed in the Milo App. By downloading the Milo App, the Token Holder concerned agrees to the applicability of these additional terms of use. By using the XXIImo Portal, the Customer agrees to the applicability of any additional terms and conditions that apply to the XXIImo Portal and can be viewed via the XXIImo Portal.
- 4.4. The Customer guarantees that they themselves, as well as the Token Holders, will use the XXIImo Portal and the Milo App (as applicable) solely in the context of taking the Service and for their own, internal use and that they will comply with all additional guidelines and (usage) instructions.
- 4.5. The Customer is liable for all use, and costs thereof, made via the access codes and passwords assigned to the Customer and the Tokens Holders of the XXIImo Portal and the Milo App (as applicable) and is obliged to handle the access code(s) and password(s) with care and protect them from unauthorized use.
- 4.6. XXIImo does not guarantee that the XXIImo Portal and the Milo App can be used undisturbed at all times.

Article 5. Customer Obligations.

- 5.1. The Customer shall immediately notify XXIImo of any complaints from Token Holders regarding the Token in order to consult regarding the steps the Customer may take to resolve the complaints.
- 5.2. The Customer shall not issue Tokens to Token Holders it knows or suspects to be involved in fraudulent practices, and it shall impose on Token Holders the obligation to take the necessary measures to prevent theft, loss or damage to - or fraudulent use of - the Token.
- 5.3. The Customer shall ensure that all data and information requested by XXIImo which are necessary for the provision of the Services or to comply with legal obligations (including up-to-date bank details) are provided to XXIImo respectively within the time limits and in the agreed manner. The Customer shall also ensure that these comply with the agreed (technical and legal) requirements.
- 5.4. In order to comply with its legal obligations under the Sanctions Act 1977 and related laws and regulations, the Customer shall additionally ensure that the following information of the Customer's ultimate stakeholder(s), the Customer's legal representative(s) and of each Token Holder is provided to XXIImo FS:
 - I. Full first names
 - II. Surname
 - III. Birthplace
 - IV. Date of birth
 - V. Residence
- 5.5. The information referred to in Article 5.4 must be received by XXIImo FS in a timely manner, but in any event prior to the commencement of service by XXIImo to the Customer or any Token Holder involved, respectively.
- 5.6. Customer represents that the information provided pursuant to this Section 10 is complete, correct and current (to the best of its knowledge).

Article 6. Intellectual property rights

The intellectual property rights to all Services (including the Milo App, XXIImo Portal and the Token) made available by XXIImo within the framework of the Agreement shall remain vested in XXIImo or in the third party from whom XXIImo has obtained the right to make (a part of) these Services available to the Customer or to a Token Holder concerned, respectively. During the Agreement, XXIImo grants the Customer or a Token Holder concerned, respectively, a non-exclusive and non-transferable right to use the Service respectively within its own company or for itself and for the agreed purposes.

Article 7. Liability

- 7.1. The total contractual and extra-contractual liability of XXIImo and the Foundation under or in connection with the Agreement shall be limited to the amount paid by XXIImo's liability insurance in that particular case, to be increased by the amount of XXIImo's deductible.
- 7.2. If in any specific case XXIImo's liability insurance does not provide coverage for any reason, or the damage in question is not covered by insurance, the liability of XXIImo and the Foundation shall be limited in total to a maximum amount equal to the total compensation paid by the Customer during a period of six (6) months prior to the event from which the liability arises, paid to XXIImo for the purchase of the Service (explicitly excluding any amounts paid to XXIImo / the Foundation for the purchase of Tokens and/or Balance and/or the amount of consumption of Mobility Services), with a maximum amount of EUR 20.000.00 (twenty thousand euros) per event, with a series of events being considered as one event.
- 7.3. XXIImo and/or the Foundation shall only be liable for direct damages, which shall include:
 - a. material damage to property;
 - b. reasonable costs incurred to prevent or mitigate direct damages;
 - c. reasonable expenses incurred to determine the cause of the damage, liability, direct damages and the method of recovery.
- 7.4. XXIImo and/or the Foundation shall never be liable for any form of damage other than direct damage, including consequential or indirect damage, loss of turnover, profit, missed savings and any costs incurred to prevent such damage.
- 7.5. Any claim for damages against XXIImo and/or the Foundation shall lapse by the mere lapse of six months after the Customer discovered or reasonably should have discovered the damage.
- 7.6. The limitations of liability in this article apply only to the extent permitted under relevant regulations.

Article 8. Objection to performance of the Service and related fee

If the Customer is of the opinion that the Service provided by XXIImo, or the amount charged therefor, does not comply with what has been agreed between the parties, the Customer shall inform XXIImo BV thereof in writing within 30 (thirty) days after delivery, or 30 (thirty) days after the moment the Customer could reasonably have become aware of the alleged shortcoming, failing which the Customer shall no longer be able to enforce any claims in this respect.

Article 9. Secrecy

- 9.1. For the duration of the Agreement and a period of 5 (five) years after its termination, the parties undertake to keep confidential all confidential information they receive about (the company of) the other party. The parties shall also impose this obligation on their employees as well as third parties engaged by them for the execution of the Agreement between the parties.
- 9.2. Information shall in any case be considered confidential from the moment it is designated as such by either party.

Article 10. Suspension

XXIImo is entitled to suspend performance of the Agreement, in whole or in part, if the Customer and/or Token Holder fails to fulfil its obligations under these Terms of Use or the Agreement.

Article 11. Force Majeure

- 11.1. If XXIImo is prevented or may be prevented or delayed in the performance of any of its obligations under this Agreement as a result of a Force Majeure Event, XXIImo shall notify the Customer and other parties who need to be informed, as soon as reasonably practicable, of the event or circumstances constituting the Force Majeure Event, the or probable duration thereof, and of its obligations the performance of which is thereby delayed or prevented.
- 11.2. XXIImo shall be relieved from the performance or punctual performance, as the case may be, of its notified obligations for so long as the notified force majeure situation (or its consequences) continues. XXIImo shall nevertheless use all reasonable efforts to continue to perform its obligations and minimize or eliminate the adverse effects of such Force Majeure Event with all reasonable speed and shall keep the unaffected parties informed of material developments with respect to such Force Majeure Event. The unaffected parties will make all reasonable efforts to cooperate in taking such action.
- 11.3. For purposes of this Agreement, "**Force Majeure Event**" means any circumstance beyond XXIImo's reasonable control and includes, but is not limited to, the following:
 - a national strike, lockout or any other industrial action or labor dispute by a third party, or by employees of the XXIImo;
 - acts of war (declared or undeclared), invasions, armed conflicts or acts of foreign enemies, blockades, embargoes, revolutions, riots, insurrections, civil disturbances, sabotage, terrorism or the threat of sabotage or terrorism;
 - any act of state or other exercise of sovereign, judicial or executive prerogatives by a public authority, expropriation, nationalization or dispossession or acts claimed to be justified by executive necessity;
 - acts of God, epidemic, plague, explosion, chemical or radioactive contamination or ionizing radiation, lightning, earthquake, storm, flood, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption and other unusual and extreme adverse weather or environmental conditions or action of the elements;
 - problems with the Internet or server issues beyond XXIImo's reasonable control, hacking, etc;
 - any shutdown order, evacuation measure or investigative measure imposed by a governmental authority as a result of the occurrence of an accident or incident at the plant site or in the immediate vicinity of XXIImo's plant site.
- 11.4. If the relevant Force Majeure Event lasts longer than 60 (sixty) calendar days, the parties agree to meet to decide how to resume the affected obligations. If the parties fail to reach agreement, and provided that performance or punctual performance by the XXIImo is still not reasonably possible, either party may terminate this Agreement with prior written notice. Such termination shall be effective immediately.

Article 12. Final Provisions

- 12.1. XXIImo shall be permitted, without the Customer's prior consent, to pledge, assign and/or otherwise transfer claims and/or future claims against the Customer to third parties. The Customer already now agrees to the possible transmission of confidential information necessary for the enforcement of the assigned claim in favor of such third parties.
- 12.2. If any provision of these Terms of Use is null and void or is nullified, the remaining provisions of these Terms of Use shall remain in full force and effect.
- 12.3. The Terms of Use may be amended by XXIImo. The amendment shall be communicated to the Customer via the Website or by other means. If the Customer does not wish to accept the amendment, it is entitled to terminate the Agreement in writing within 30 days after the announcement as of the date on which the amendment will take effect.
- 12.4. The offers, quotations, Agreements and other legal acts regarding delivery by XXIImo of Services shall be governed by Dutch law.

