

PREPAID TOKEN CONDITIONS

Token Conditions

These Token Conditions apply to the use of the Tokens by the Customer and all natural or legal persons authorised by the Customer to use the Tokens as a payment instrument. The Customer acknowledges the contents of these Token Conditions and agrees with the application thereof to the legal relationship between the Customer and XXImo FS when signing the Agreement. The Token Conditions in force are displayed on <https://www.xximo.com/nl-nl/juridisch>.

Any provisions of these Token Conditions regulating these subject matters as they apply to the Customer, shall irrevocably and unconditionally apply to the Tokenholders with the same effect and for the same term as these provisions apply to the Customer.

Definitions and expressions

In these Token Conditions the following capitalised expressions, have the following meanings:

Agreement: the agreement between the Customer, XXImo FS, XXImo BV and the Foundation regarding the provision of mobility services to the Customer including the terms and conditions that apply to the Agreement.

Anonymous Tokens: Tokens that are issued by XXImo FS in the name of the Customer and of which the identity of the Tokenholder is unknown to XXImo FS.

Apple Pay: a payment method that allows the Tokenholder to link a Token to Apple devices equipped with NFC technology (such as an iPhone, iPad, or Apple Watch).

Authentication: the procedure enabling XXImo FS to verify the identity of a Customer or a Tokenholder or the validity of the use of the Token, including the use of Strong Authentication of the Customer or the Tokenholder or other means of authenticating the Customer or the validity of the use of the Token, which includes the cryptographic

process that validates the identity and integrity of the Token's EMV chip, if present.

Balance: a balance deposited in advance by or on behalf of the Customer in a bank account in the name of the Foundation, which balance is held by the Foundation on behalf of the Customer and which balance is credited in case of and for the amount of Transactions.

Bank Account: payment account of the Customer from which the following amounts are debited periodically or from which the Customer initiates credit transfers in respect of: (i) the amount by which the Balance of a Token will automatically be topped up and/or (iii) fees and costs payable by the Customer in connection with the Agreement and the terms and conditions of the Token Programme.

Biometrics: fingerprint and/or face recognition and/or vein recognition and/or any other biometric means with which the Tokenholder can authorise Transactions and/or be authenticated.

Business Day: a day on which banks are generally open for business in the Netherlands.

Customer: a legal person or a natural person who is a non-consumer that has entered into the Agreement (excluding XXImo FS, XXImo BV and the Foundation).

Customer Services: the department of the XXImo Organisation, including where relevant third parties engaged by the XXImo Organisation, in charge of providing customer support for the Tokens.

Dutch Central Bank: De Nederlandsche Bank N.V.

EEA: European Economic Area

EMI: Electronic Money Institution (*elektronisch geldinstelling*) within the meaning of Article 1:1 FSA.

EMV: Eurocard, Mastercard and Visa as founding organisations of EMVCo the common organisation providing EMV specifications and supporting testing, product certification and marks programmes.

EMV Token: Tokens for which payments are processed via the VISA card scheme pursuant to the rules set by VISA.

EMV 3-D Secure: a Visa-approved e-commerce authentication protocol (offered under the trade name Visa Secure®) that enables the secure processing of payment, non-payment, and account information card transactions.

Foundation: Stichting Client Monies XXImo Financial Services, a Dutch law foundation registered in the trade register of the Dutch Chamber of Commerce under number 84793627.

FSA: Dutch Act on Financial Supervision (*Wet op het financieel toezicht*).

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Google Pay: a payment method that allows the Tokenholder to link a Token to Android devices equipped with NFC technology (such as a smartphone, smartwatch, or tablet).

Merchant: a provider or supplier of (mobility) services or goods who accepts Tokens as a means of payment.

Milo App: an application developed by the XXImo Organisation that provides Tokenholders with information on providers of mobility services, Balance and executed Transactions.

MITs: Merchant Initiated Transactions (MITs), which involve Token based Transactions that are initiated by the Merchant.

NFC: Near Field Communication: technology enabling the short-range contactless exchange of information between two devices.

One-leg out Transaction: Transactions whereby the acquirer of the Merchant is located outside the EEA.

Personal Data: any information relating to an identified or identifiable natural person within the meaning of Article 4(1) Regulation (EU) 2016/679 (GDPR), including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which are processed by XXImo BV, XXImo FS and the Foundation are set out in the Privacy Statement published on the Website.

Physical Token: a Token that is issued in the form of a physical card.

PIN code: the personal identification number with which the Tokenholder can authorise Transactions and/or be authenticated.

POS: Point of Sale.

Remote Payments: Transactions initiated via the internet or through a device that can be used for distance communication.

Security Credentials: the personal combination of characters (in particular, PIN code, username, and/or password) that XXImo FS provides to a Customer or a Tokenholder for the purpose of Authentication.

Strong Authentication: enhanced authentication, which relies on the use of two or more elements belonging to the categories of "knowledge" (something that only the

Tokenholder knows), “possession” (something that only the Tokenholder has), and “inherence” (something that is inherent to the Tokenholder), which are independent from one another in the sense that if one of them becomes compromised, this does not call into question the reliability of the others.

Token: a payment and/or identification tool issued by XXImo FS at the request of the Customer, such as, but not limited to, a card, token, payment option in app, payment card, EV token and/or OV chip card and any other token that may be used in the future issued.

Token Conditions: these conditions as they apply between XXImo FS, the Customer and where applicable, the Tokenholders and as amended from time to time.

Token Programme: a programme developed and aligned for a Customer, whereby XXImo FS issues one or more Tokens to the Customer for use by the Tokenholder.

Tokenholder: any individual being in possession of a Token, or having access to virtual Token features as issued by XXImo FS in connection with a Token Programme and being an authorised user of such Token.

Transaction: a payment or purchase of goods or services from a Merchant the payment of which is made by the use of a Token, also when the payment is made via the internet.

Website: the website www.xximo.nl.

XXImo BV: XXImo B.V. a Dutch private company with limited liability registered in the trade register of the Chamber of Commerce under number 53111524, with correspondence address: Stadsplateau 11, 3521 AZ Utrecht.

XXImo FS: XXImo Financial Services B.V., a Dutch private company with limited liability registered in the trade register of the Chamber of Commerce under number 84501901, with correspondence address: Stadsplateau 11, 3521 AZ Utrecht.

XXImo Organisation: XXImo Holding B.V. a Dutch private company with limited liability registered in the trade register of the Chamber of Commerce under number 27264588, with correspondence address: Stadsplateau 11,

3521 AZ Utrecht together with all its subsidiaries and group companies.

XXImo Portal: the secure part of the Website where the Customer can administer and manage the use of the mobility services by the Tokenholders and where the Tokenholders can download and view reports

Article 1. General

- 1.1 XXImo FS is licensed as an EMI by the Dutch Central Bank. As an EMI, XXImo FS is allowed to issue and distribute electronic money and to perform the following payment services: (i) execution of payment transactions, including transfers of funds, on a payment account with the user's payment service provider or with another payment service provider: (a) execution of direct debits, including one-off direct debits; (b) execution of payment transactions through a payment card or a similar device and (c) execution of credit transfers, including standing orders; (ii) execution of payment transactions where the funds are covered by a credit line for a Customer: (a) execution of direct debits, including one-off direct debits; (b) execution of payment transactions through a payment card or a similar device and (c) execution of credit transfers, including standing orders; and (iii) issuing of payment instruments (Tokens). XXImo FS is registered as EMI in the register maintained by the Dutch Central Bank (www.dnb.nl) pursuant to article 1:107 FSA and the public register of the European Banking Authority (<https://euclid.eba.europa.eu>). XXImo FS is also permitted to issue and distribute electronic money and to provide the above listed payment services in certain EEA member states as referred to in the Dutch Central Bank and European Banking Authority registers.
- 1.2 The Customer has, in respect of the rights and obligations regarding the issue of the Tokens, the charging of electronic money (load transactions), the transfers in favour of the Balance, conversion rights pursuant to article 7:521a Dutch Civil Code rights and obligations towards XXImo FS.
- 1.3 The Customer acknowledges that the legal relationship between it/the Tokenholders and a Merchant is not governed by the Agreement and/or these Token Conditions and that it/the Tokenholders cannot derive any rights or claims towards XXImo FS, the Foundation or XXImo BV in connection with the use of the Token as a means of payment towards the Merchant.
- 1.4 The Customer acknowledges and agrees that in order to safeguard its interests and

claims in respect of the monies transferred to XXImo FS, that the Foundation operates as the custodian of such monies.

XXImo FS and/or XXImo BV representing XXImo FS may, without notice, suspend its service under the Agreement and block the Token(s) issued to the Customer, in all the cases referred to in Article 9.5 of the Agreement.

- 1.5 XXImo FS cannot guarantee that Merchants accept the Tokens for initiating Transactions. XXImo FS advises the Customer to advise the Tokenholders to verify at all times whether the Tokens are accepted by the Merchant prior to the use of the Token.
- 1.6 The Customer shall be liable for all acts or omissions of Tokenholders purported to be carried out pursuant to the activities anticipated by the Agreement. The Customer warrants, represents and undertakes that it shall ensure that all Tokenholders are made aware of the content of the Agreement and the terms and conditions including these Token Conditions, and understand the obligations regarding the use of the Token(s).

Article 2. Tokens

- 2.1 The Token is a payment instrument within the meaning of article 1:1 FSA.
- 2.2 The Token is issued at the Customer's request by XXImo FS under its licence as EMI pursuant to article 2:10a FSA.
- 2.3 The Token, whether physical or virtual, reloadable or single-use, is linked to the Balance and is hence a prepaid card featuring immediate debit of preloaded funds (the amount of the Balance). The use of the Token is limited to the Balance amount and any other limits referred to in the Agreement. Reloading of the Token may be permitted, if applicable, as set out in the Agreement.
- 2.4 The Token can be used in the countries covered by the Token Programme subject to local laws and regulations in the country of use, providing there is sufficient Balance available for the Transaction, including any applicable fees (subject to local laws and regulations in the country of use) and the Tokenholder is authorised for such a Transaction.

Article 3. Use of Tokens

- 3.1 The Customer will authorize the Tokenholder to use the Token. The Customer will bind the Tokenholder to the relevant provisions of the Agreement and these Token Conditions by laying down (staff) rules for persons employed at the Customer or by means of an agreement in which at least the same conditions and obligations of the Agreement and these Token Conditions are imposed, to the extent relevant.
- 3.2 The Customer is responsible for ensuring that the Tokens issued to the Customer are used by the Tokenholders in accordance with the Token Programme.
- 3.3 The Token may not be used for gambling, gaming, or any illegal activity where illegality shall be defined as any factual or legal act that is in conflict with the Dutch law. The Customer and the Tokenholders have to furthermore comply with all laws and regulations, in all jurisdictions where the Token is used. The Token can be used to: (i) initiate Transactions at a(n) (unattended) POS terminal and/or (ii) initiate Remote Payments.
- 3.4 The Token is issued by XXIMO FS to the Customer and not directly to the Tokenholder. It is the Customer who makes the Token available to the Tokenholder selected by it. It is strictly forbidden to transfer, lend or otherwise make available the Token, the linked PIN code to the Token or other Security Credentials to others than the Tokenholder.
- 3.5 In case of Physical Tokens, once the Tokenholder receives their Physical Token, said Token must be signed on the signature stripe located on the back of the Physical Token.
- 3.6 The Token can only be used by the Tokenholder and expires on the date that can be found in the Milo App. The Customer receives, prior to the expiration of the period of use of the Token, automatically a new Token for that Tokenholder, unless the Customer and/or Tokenholder has indicated in writing to XXIMO FS or XXIMO BV that they wish to terminate the use of the Token by the Tokenholder.
- 3.7 The use of all Tokens issued to the Customer will be cancelled notwithstanding other mentioning of the expiration date on the Tokens issued to the Customer if the Agreement is terminated on the regular termination date or at earlier termination of the Agreement. From the date of termination of the Agreement, all

Tokens issued to the Customer will automatically be blocked and the Tokenholders will no longer be able to use the Tokens as a means of payment.

- 3.8 XXIMO FS does not warrant that the Token, the Balance, and related services can be used without interruption or malfunctioning. Malfunctioning or interruptions might for example occur if maintenance is performed or if disturbances occur in the EMV 3D Secure network or systems of the Merchant or payment service providers used by the Merchant. If a Tokenholder or Customer is prejudiced in the use of a particular Token and related services, they can contact Customer Services via the phone number published on the Website.
- 3.9 XXIMO FS and/or XXIMO BV will use best efforts to resolve any problems as soon as possible. The circumstances mentioned in the second sentence of this provision shall in any case (among other cases of possible force majeure) considered to be force majeure on the part of XXIMO FS and XXIMO BV, for which of them any liability towards the Customer and the Tokenholders is excluded.

Article 4. Balance

- 4.1 The Tokens are not credit cards and payments with the Token cannot be made as long as the Balance is insufficient to cover the costs of the Transaction (including any applicable fees).
- 4.2 The Balance is held by the Foundation on behalf of the Customer and the Balance can be used by the Tokenholders.
- 4.3 The Tokenholder may spend the Balance at any time prior to the expiry date of the relevant Token (if applicable). Unspent funds may only be redeemed by the Customer.
- 4.4 If the Balance falls below the agreed minimum amount, the Balance will be topped up by direct debit from the Bank Account agreed with the Customer or, if provided for in the Agreement, by direct debit from XXImo BV to the Balance on behalf of Customer. The increase of the Balance is only effective after a successful transfer of cleared and immediately available funds to the Foundation pursuant to the direct debit transaction.
- 4.5 The Customer hereby authorises the Foundation to set up a direct debit mandate and shall also ensure that sufficient funds are always available in the Bank Account from which the Balance is to be topped up. In the event of a direct debit payment failing due to insufficient funds, the Customer shall be charged an administration fee of EUR 5 (without prejudice to the collection of any damages incurred on behalf of XXImo FS or the Foundation). The direct debit mandate must remain in full force and effect for at least a period of three (3) months from the date of termination of the Agreement. This clause 4.5 does not apply if the direct debit mandate is set up from a bank account in the name of XXImo BV.
- 4.6 The Balance is a non interest-bearing deposit held by the Foundation on behalf of the Customer. The Foundation is entitled to charge to the Customer interest payable by the Foundation to its banks for credit deposits with such banks, but only to the proportion of the credit balance of such deposits attributable to the Balance.
- 4.7 The amount of each Transaction and any associated costs are deducted from the Balance immediately or in any event without delay.
- 4.8 If the Customer believes that an

unauthorised or erroneous payment has been charged against the Balance, the Customer must immediately notify XXImo FS of the relevant direct debit transaction. If the Customer fails to meet the previous obligation to notify XXImo FS within three business days, the right to any refund of unauthorised or incorrectly executed payments shall expire irrevocably. XXImo FS has the right, during the period by which the Customer can make use of his refund rights, to reserve the amount of the transaction and not to add it to the Balance, even if that means that Transactions cannot be performed with the Tokens.

- 4.9 The Balance represents the value of the electronic money in circulation via the Token by the Tokenholders(s) that on behalf of the Customer can be used as a means of payment. The claim of the Customer to convert electronic money pursuant to article 7:521a Dutch Civil Code decreases proportionally after using the electronic money by the Tokenholder(s) as a result of Transactions.
- 4.10 Upon termination of the Agreement, the Customer is entitled to the conversion claim as referred to in article 7:521a Dutch Civil Code for the sum of the Balance. The amount of the claim by the Customer, with exclusion of all other means, is proven by the records of the Foundation.
- 4.11 XXImo FS and the Foundation have the right to suspend the payment to the Customer as a result of the claims under article 4.10 of these Token Conditions with a maximum period of three (3) months for processing of Transactions to be set-off with the Balance.
- 4.12 If the Agreement is terminated prior to its maturity date, regardless of who takes the initiative to do so, XXImo FS can charge a fee to the Customer for administrative settlement of the termination of the Agreement and the reimbursements referred to in article 4.10 of these Token Conditions. This fee may be set-off against the balance of the amount to be paid out to the Customer as a result of the conversion right as referred to in article 4.10 of these Token Conditions.
- 4.13 When using the Tokens at certain Merchants, including hotels, restaurants and petrol stations, the Merchant may hold an additional amount to cover

tips/gratuities, temporarily reducing the Balance.

- 4.14 A (maximum) daily limit of EUR 2,500 per Tokenholder per day applies for the use of a Token via Apple Pay or Google Pay. If the Token has a lower Balance, this balance will act as the daily limit.

Article 5. Token Security

- 5.1 The Tokenholder must keep their Token in a safe place and keep their Security Credentials (including, where applicable, the unique authentication methods, such as PIN code, expiry date, card number and CVC/CVV code) secret at all times. The Tokenholder may therefore not disclose the Security Credentials to third parties other than in the context of the regular use of the Token. The Tokenholder must never write down the PIN code associated with the Token or otherwise make Security Credentials visible to third parties. XXImo FS, the Foundation or XXImo BV will never ask the Customer or the Tokenholder for the PIN code. If the Tokenholder is asked by a Merchant to provide its PIN code by telephone or on the internet in order to carry out a Transaction, the request should be refused and reported to Customer Services.
- 5.2 An EMV Token is blocked when three (3) times a wrong PIN code is keyed. If the PIN code is disabled, the Tokenholder should visit the Website, or contact Customer Services to reactivate the PIN code. There may be a twenty- four (24) hour delay in reactivating the PIN code.
- 5.3 If the Physical Token has expired or if a stolen or lost Physical Token is found and such Physical Token is deactivated or blocked and XXImo FS has reissued a replacement Token, the expired, lost or stolen but found Physical Token should be destroyed by cutting the Physical Token into pieces (such that the integrity or operation of the EMV chip applied to the Token is lost).
- 5.4 If a Token is recorded to be lost or stolen by XXImo FS, Merchants may receive instructions to collect the Token or to otherwise take possession of the Token and refrain from surrendering it to the holder of the Token. The Customer acknowledges and agrees that this method of fraud prevention may be applied from time to time by XXImo FS and waives any rights or claims for damages in the event such fraud prevention measures are taken.
- 5.5 The Customer must verify all Transactions initiated by Tokenholder undertaken with the Token.
- 5.6 Tokenholders shall not under any circumstances send their active Token to any third party, by mail or any other unsecure delivery method. Active Tokens can only be sent to XXImo FS by means of

a secured delivery method and only upon specific instruction by XXImo FS.

Article 6. Authentication

- 6.1 For each Transaction using an EMV Token, the identity of the Customer or Tokenholder and the validity of the use of the Token are verified by XXImo FS using the mandatory authentication processes as applicable for the EMV Tokens, being the use of the EMV Token in card reading devices and the insertion of the PIN. Remote Payments with EMV Tokens are always authenticated using EMV 3-D Secure.
- 6.2 Strong Authentication is required, with some exceptions, when the Tokenholder:
 - (a) Initiates a Transaction online or at a(n) (unattended) POS terminal; or
 - (b) Carries out any action through a remote channel which may imply a risk of payment fraud or other abuses.
- 6.3 The obligation to conduct Strong Authentication does not apply to: (i) Transactions initiated with an Anonymous Token issued by XXImo FS; (ii) One-leg out Transactions; and (iii) MITs, provided that in the event of a MIT: (a) the Tokenholder has initially given a mandate to the Merchant using Strong Authentication authorising the Merchant to initiate a Transaction or a series of Transactions through a Token; (b) the mandate is based on an agreement between the Merchant and the Tokenholder and/or the Customer for the provision of goods or services; and (c) the Transactions initiated by the Merchant do not require to be preceded by a specific action of the Tokenholder and/or the Customer to trigger their initiation by the Merchant.
- 6.4 Exempted from Strong Authentication are:
 - (a) Transactions initiated at an unattended POS terminal for the purpose of paying a transport fare, a parking fee, a toll road fee or comparable transactions at unattended payment terminals;
 - (b) Recurring Transactions. When Strong Authentication is applied to the first of a series of recurring Transactions of a same amount, the subsequent Transactions during a maximum period of 12 months following the application of Strong Authentication are exempted from Strong Authentication insofar all other authentication requirements are

- complied with and the identifier of the original transaction is attached to subsequent Transactions;
- (c) Transactions initiated via a POS terminal which is fitted with NFC technology that is capable of accepting contactless payments provided that:
- (i) The amount of the individual Transaction does not exceed EUR 50.
 - (ii) The cumulative amount of the Transactions since the previous application of Strong Authentication (by the Tokenholder with a particular Token) does not exceed EUR 150; and/or
 - (iii) The number of consecutive contactless Transactions since the previous application of Strong Authentication (by the Tokenholder with a particular Token) does not exceed five.
- 6.5 Each time the limits as counted by XXIMO FS as specified for contactless payments in Article 6.4 have been reached, the Tokenholder must authenticate the Transaction with Strong Authentication in order to reset the counter. Absent the application of Strong Authentication in order to reset the counter, the Tokenholder may be required to authenticate each subsequent Transaction with Strong Authentication even if such Transactions are initiated through contactless terminal devices
- 6.6 Authentication of Anonymous Tokens used at a POS terminal takes place by the Tokenholder entering a PIN code linked to that particular Token.
- 6.7 Authentication of EMV Tokens used at a POS terminal outside the EEA (One-leg out Transaction) takes place by the Tokenholder entering his PIN code.
- 6.8 When a Tokenholder initiates a Remote Payment, XXIMO FS dynamically links the Strong Authentication element (encrypted authentication code) with the authenticated amount and the Merchant using EMV 3D Secure.
- 6.9 In case the Tokenholder uses Apple Pay or Google Pay, the Customer on behalf of the Tokenholders agrees with Apple respectively Google on how the Tokenholder will be authenticated. With Apple Pay, the Tokenholder can be authenticated by using: (i) the access code for the Tokenholder's iPhone, iPad, Apple Watch or Mac; or (ii) the Tokenholder's fingerprint (Touch ID) or face recognition (Face ID) or any other comparable

Biometric authentication means. With Google Pay, the Tokenholder can be authenticated by using: (i) the access code for the Tokenholder's smartphone, smartwatch, or tablet or (ii) the Tokenholder's fingerprint (Touch ID), sweep pattern, face recognition (Face ID), vein recognition or any other comparable Biometric authentication means.

Article 7. Transaction authorisation

7.1 For each Transaction using a Token, authorisation is required. During the authorisation phase, it may be verified whether (i) the Token is valid (ii) the Balance is sufficient to cover the Transaction and (iii) whether the agreed upon limits or permitted Transactions are met pursuant to the terms of the Token Programme before the Transaction is approved. In certain circumstances authorization is performed by the XXImo Organisation and in certain circumstances by third Partners as defined in the Agreement. Once the authorisation is given for a Transaction, XXImo FS can no longer block clearing and settlement of the Transaction.

7.2 XXImo FS may assume that a Tokenholder, as authorised by the Customer, has given consent to the Transaction and that consent to the Transaction is given if:

- (a) the Token is entered in a reader or kept against a (contactless) reader;
- (b) the PIN code, linked to the Token, is entered in the acceptance system of the Merchant;
- (c) Strong customer authentication is organised through EMV 3-D Secure combining the authentication with authorisation processes;
- (d) Biometric authentication whether or not through ApplePay or Google Pay is provided; or
- (e) relevant information was supplied to the Merchant that allows the Merchant to process a Transaction or to initiate a payment transaction, e.g. by providing the CVC/CVV-code to the Merchant in case of a Remote Transaction or another transaction without physical presence of the Token, the Tokenholder, Customer, or beneficiary to the payment.

7.3 If an EMV Token has been used at least once to initiate a Transaction at a POS terminal, the Tokenholder is not required to enter his PIN code at the POS terminal for authorising a Transaction in the following cases:

- (a) If the POS terminal displays the contactless payments logo, the Tokenholder can make payments without using his PIN code up to a
 - (i) maximum amount of EUR 50

per payment (in the Netherlands).

- (ii) Sometimes, the Tokenholder may still be required to enter his PIN code.

- (b) to pay parking fees or tolls if the POS terminal does not require the use of the PIN code. This is possible for amounts up to a maximum of EUR 50 per payment for parking fees and up to a maximum of EUR 100 per payment for toll; and

- (c) when checking in and out on public transport.

7.4 For EMV Tokens, authorisation requests of a transaction are in principle passed to XXImo FS by means of the electronic message traffic through the Visa Scheme network. The procedure of authorising the Transaction by XXImo FS also includes a verification of the Balance. If there is not sufficient Balance for a particular Transaction initiated by means of an EMV Token, the Transaction will not be executed. If the Transaction, absent sufficient Balance, is nevertheless settled resulting in a payment to the Merchant, this will generally mean that no formal authorisation process has taken place. In such cases XXImo FS will endeavour to cancel the relevant Transaction initiated using an EMV Token and/or cause the Merchant to repay if the Transaction has resulted into settlement of cleared funds to the benefit of the Merchant, unless there is abuse of the EMV Token by the Tokenholder or there is loss or theft of the EMV Token and/or Security Credentials and that loss or theft is not reported complying with article 8 of these Token Conditions by the Customer and/or the Tokenholder. In cases where the amount of the Transaction cannot be collected from the Merchant in cases of abuse of the Token, loss, or theft of the Token and/or the Security Credentials and that loss or theft is not reported in line with article 8 of these Token Conditions by the Customer and/or the Tokenholder, the Customer is without limitation liable for the damage suffered by XXImo FS.

7.5 The XXImo Organisation will carefully investigate every notification regarding an unauthorised Transaction.

7.6 XXImo FS shall at all times be entitled to block a Token. In addition, XXImo FS shall at all times be entitled to block a Transaction

initiated by an EMV Tokenholder. Blocking can take place in any case, based on:

- (a) the safety of the Token;
- (b) If the Customer or the Tokenholder is subject to judicial investigations or otherwise reported to (likely to) to be committing unlawful, illegal, or non-permitted acts or to be otherwise be involved in an unlawful, illegal or not permitted scheme, conspiracy or other comparable activity;
- (c) if the use of the Token (s) and related services is unlawful, illegal, or non-permitted;
- (d) the risk that the Customer is not able to meet its payment obligation arising from the use of the Token (s);
- (e) the Customer neglects to supplement the Balance in a timely manner;
- (f) termination of the Agreement, whether or not prior to its maturity, and the subsequent blocking of the Token (s) as referred to in article 2.8 of these TokenConditions;
- (g) the suspicion that the Customer or Tokenholder breaches the terms and conditions of the Agreement and/or these Token Conditions as entered into by the Customer and the Tokenholder in accordance with article 2.1 of the Token Conditions.

XXImo FS will inform the Tokenholder and the Customer as soon as possible about the blocking of the Token and the reasons for it unless it is contrary to objectively justified security reasons or is prohibited under other applicable laws.

- 7.7 Transactions for which consent has been provided in accordance with article 7 of these Token Conditions cannot be cancelled.

Article 8. Loss, theft, or damage to the Token

- 8.1 The Customer and/or Tokenholder informs XXIImo FS (whether or not through the services of XXIImo BV or third party emergency reporting facilities) without undue delay by telephone of the (presumed) loss, theft or unlawful or non-authorized use of the Token or the Security Credentials. The Token will then be blocked as soon as possible to make further use impossible.
- 8.2 The Customer and Tokenholder are obliged to provide all details in writing as soon as possible about the loss, theft, or misuse of the Token and to provide all necessary cooperation with an investigation conducted by XXIImo FS, XXIImo BV, or the competent authorities.

Article 9. Temporary blocking of the Token

- 9.1 The Customer and/or Tokenholder may request XXIImo FS to have the Token temporarily blocked via the XXIImo Portal or Milo App (as applicable) or by contacting Customer Services.
- 9.2 In the event that the Token is blocked based on a request of the Customer and/or Tokenholder as referred to in clause 9.1, the Customer and/or Tokenholder may request that the Token be unblocked at any time via the XXIImo Portal or the Milo App (as applicable), provided that the functionality of the Token allows unblocking.
- 9.3 Applying for a Token to be temporarily blocked shall not satisfy the obligation of the Tokenholder or Customer to inform XXIImo FS of the suspected or actual loss, theft, misuse, or fraudulent use of the Token or of the related data.

Article 10. Fees

- 10.1 For the use of the Token and related services, the Customer owes the fees listed in the relevant Token Programme.
- 10.2 The fees for the use of the Token will be, on the due dates, deducted from the Balance.
- 10.3 The Customer does not incur any additional costs when Transactions are initiated via Apple Pay or Google Pay.

Article 11. Foreign currency

- 11.1 In relation to transactions initiated using an EMV Token, XXIImo FS converts any foreign currency Transactions into euros by applying the exchange rate determined by Visa. An FX surcharge may apply if provided for in the Agreement.
- 11.2 The conversion from foreign currency into euros is carried out on the day XXIImo FS processes the Transaction. The moment of processing depends on the time XXIImo FS receives the notification of the Transaction.

Article 12. Management of the Token

The Customer and Tokenholders can monitor their use of the Token and summaries of the Transactions at all times via the XXIImo Portal (for Customers), the Milo App (for Tokenholders) or any other communication means facilitated by the XXIImo Organisation. Tokenholder should keep all access codes for their personal login access secret at all times and not disclose these to third parties. Tokenholder will not allow third parties to use their personal Milo App.

Article 13. Personal Data

- 13.1 Pursuant to the performance of the Agreement, XXIImo FS will control the Personal Data of the Customer and/or the Tokenholders. XXIImo FS will perform this controlling in a careful manner and in compliance with all applicable laws and regulations and codes of conduct. XXIImo FS may from time to time nominate Personal Data processors within the XXIImo Organisation or third parties. The processing of Personal Data attributable to the Customer and/or the Tokenholders takes place as described in the Privacy Statement which also sets out the rights available to the Customer and/or Tokenholder.
- 13.2 By requesting the issue of a Token, the Customer agrees, to the extent required, to the processing by XXIImo FS (if applicable) any processor nominated by XXIImo FS of his Personal Data in the manner set out in the Privacy Statement.

- 13.3 By using the Token, the Customer and/or the Tokenholder accepts, insofar applicable, the use of its Personal Data by XXImo FS for regulatory purposes and/or any of the other grounds of processing (as applicable) as described in the Privacy Statement.
- 13.4 XXImo FS is subject to mandatory requirements in respect of the careful and controlled treatment of Personal Data and payment sensitive data and to implement the requisite security measures to protect such Personal Data and payment sensitive data as further detailed in the Privacy Statement.
- 13.5 At the request of the Customer, XXImo FS can send promotional messages by e-mail or SMS. The Customer is responsible for providing the requests by Tokenholders to XXImo FS for sending such promotional messages directly to Tokenholders. The use of Tokens at unattended payment terminals may be subject to video or other surveillance organised by the Merchant being the operator of such unattended payment terminal. XXImo FS is not responsible and cannot be held liable for the identification, surveillance or other measures so applied at the location of the Merchant and the potential impact on the privacy for the individuals so identified or subject to surveillance.
- 13.6 Apple itself is responsible for the further use of Personal Data with regard to Apple Pay, and the Apple privacy statement applies to the processing of Personal Data, see <https://www.apple.com/nl/privacy>.
- 13.7 Google itself is responsible for the further use of Personal Data with regard to Google Pay, and the Google privacy statement applies to the processing of Personal Data, see policies.google.com/privacy.

Article 14. Limitation of liability

- 14.1 XXImo FS does not participate in the Dutch deposit guarantee scheme as the Balance does not qualify as a deposit within the meaning of the deposit guarantee scheme of the Netherlands.
- 14.2 XXImo FS will not be liable for any loss and/or damage, on any grounds:
- (a) in connection with products or services that the Tokenholder has paid for with a Token;
 - (b) resulting from the blocking, confiscation, or invalidation of a Token;
 - (c) resulting from XXImo FS' refusal to carry out a payment order;
 - (d) resulting from engaging another payment service provider; or
 - (e) in connection with One-leg out Transactions whereby no Strong Authentication was applied.
- 14.3 Certain POS terminals, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machines such as in car parking lots and toll ways may not always be connected in real time to the Visa scheme authentication and/ or authorisation network and may therefore not be able to accept Tokens. XXImo FS will not accept responsibility, and shall not be liable for, any inability of Tokenholders to use their Tokens in such terminals or environments.
- 14.4 The clauses in this provision restricting liability shall, where applicable, also apply in the relationship between the Customer, XXImo BV, the Tokenholder(s) and to the extent that there is a third-party clause created in favour of the XXImo BV, this clause is explicitly accepted by it.

Article 15. Customer services and complaints

- 15.1 If the Customer or Tokenholder has questions or complaints or if they are dissatisfied with the service of the XXImo Organisation, thinks that an error is made in a Transaction or if they wish to obtain information about Personal Data, they can contact Customer Services via the Website or the phone number published on the Website. Any changes to this information

will be announced via the Website. Any requests from Tokenholders will always be made by the Customer on its behalf.

XXImo FS will try to solve any problems as soon as possible and in accordance with the complaints procedure. Complaints may be addressed using the electronic contact form as operated on the Website, by telephone or in writing by letter. Complaints are in first instance handled by the service desk of the XXImo Organisation. Should the Customer not be satisfied with the manner in which the complaint is handled, the Customer may address complaints to the board of directors of XXImo FS. This complaints procedure is furthermore described on the frequently asked questions page of the Website.

Article 16. Amendment

- 16.1 The Agreement (including these Token Conditions) can be amended by the XXImo Organisation. The amendments can be notified to the Customer and/or Tokenholder via the XXImo Portal, Milo App or otherwise. If the Customer does not wish to accept the amendments, they are entitled to terminate the Agreement in writing, with a notice to be sent no later than 30 days after the announcement of the amendment of the terms and conditions of the Agreement.

