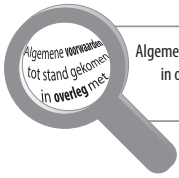


▶ Automatic Reloading General Terms and Conditions



Algemene Voorwaarden
tot stand gekomen
in overleg met

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in overleg met Consumentenbond,
Rover en ANWB

Overlegkader SER Coördinatiegroep
Zelfreguleringsoverleg

These automatic reloading general terms and conditions took effect on 1 January 2014.

Automatic reloading is when you top up the credit on your personal (OV-chipkaart) card by direct debit.

These 'automatic reloading general terms and conditions' set out your rights and obligations as a holder of a card with automatic reloading. We have drafted them as clearly as possible, but if you have any questions, please go to www.ov-chipkaart.nl or contact Customer Services. These 'automatic reloading general terms and conditions' (hereinafter: 'general terms and conditions') supplement the 'OV-chipkaart general terms and conditions' and may differ from them.

At www.ov-chipkaart.nl you will find general information about the card. If you want to check your details, such as a journey statement, or amend details because you have moved house for example, simply create an account and go to My OV-chipkaart at www.ov-chipkaart.nl/mijnovchipkaart.

Who are 'you' and 'we'?

1. In these general terms and conditions the terms below have the following meanings:
 - you, your: the holder of a personal card with automatic reloading.
 - we, our, TLS: Trans Link Systems B.V., the issuer of the card, with its registered office at Stationplein 151-157 in Amersfoort (3818 LE), registered with the Gooi-, Eem- and Flevoland Chamber of Commerce, entry number 30177126.
 - the account holder: the person or organisation who has issued a direct debit mandate on his/its bank account to top up the credit on your personal card. You and the account holder may be the same person.
 - Customer Services: OV-chipkaart Customer Services.

What are we agreeing with you about these terms and conditions?

2. These general terms and conditions apply to the automatic reloading of your personal card from 1 January 2014.
3. These general terms and conditions apply to all new and existing cards with automatic reloading, but have no retrospective effect.
4. These general terms and conditions do not apply to cards with automatic reloading that have been issued for business use. Further information about business cards can be found at www.ov-chipkaart.nl.

How do you apply for automatic reloading?

5. You can apply for automatic reloading at www.ov-chipkaart.nl or on a paper application form. You and the account holder (if this is not you yourself) must complete the form truthfully according to the instructions. You may combine an automatic reloading application with an application for a personal card.
6. We have the right, if there is reason to do so, but never without good reason, not to give consent for automatic reloading.
7. We will notify you about the processing of your automatic reloading application as soon as possible in writing, even if you do not receive consent. If you still have to activate automatic reloading, you will receive further instructions on how to do this. If we do not give you consent for automatic reloading, we will tell you why if you ask. To do this please contact Customer Services.
8. If you are not the account holder, the account holder must countersign the application form. In this way you and the account holder are telling

us that the account holder will settle the claim we have against you by direct debit as soon as the credit on your card is topped up by automatic reloading.

9. You or the account holder must notify us as soon as possible whenever there are any changes to your name or the account holder's name, your address or the account holder's address and the account holder's account number. You can do this, if you have an account for My OV-chipkaart, at www.ov-chipkaart.nl/mijnovchipkaart or by using our digital change of details form at www.ov-chipkaart.nl or on a paper change of details form. If you fail to tell us about these changes, the consequence may be that we (can) no longer give consent for automatic reloading and there may be (financial) consequences at your risk.

10. Before we process an application for or a change of automatic reloading, we may, if there is good reason to do so, ask you or the account holder for proof of identity.

How is automatic reloading activated?

11. If you still have to activate automatic reloading, you will receive further instructions on how to do this. Automatic reloading takes effect whenever the credit on your personal card falls below the minimum amount in our scale of charges that you will find at www.ov-chipkaart.nl. Automatic reloading may also take effect whenever the credit temporarily falls below the minimum amount, for example because a boarding charge is debited when touching in.

What is the direct debit process?

12. If automatic reloading has taken effect, the following will happen:
 - a. The amount by which your personal card is automatically reloaded is immediately added to the credit on your personal card to your credit.
 - b. As a result of this we have an immediately due and payable claim against the account holder in the amount of the sum that has been added to the credit on the personal card. We will collect this debt from the account holder's bank account.
 - c. Collection of this claim will take place not later than 15 days after we have received your (trans)action to top up your credit by automatic reloading. You will see this (trans)action in your transaction statement at www.ov-chipkaart.nl/mijnovchipkaart.
13. Every action by you that leads to automatic reloading counts as an irrevocable authorisation by the account holder to us for a single collection in each case in the amount of the sum that you have chosen for automatic reloading. This irrevocable authorisation by the account holder to us ends automatically in the following circumstances, unless there is any question of contributory negligence:
 - a. if you notify us that your personal card has been stolen or that you have lost it, as we describe under the heading 'What happens in the event of loss or theft of your personal card?';
 - b. if we discover fraud with your personal card or automatic reloading.
14. Once automatic reloading has taken place, you cannot revoke the reloading.

What happens in the event of loss or theft of your personal card?

15. If you discover that your personal card with automatic reloading has been stolen or if you have lost it, you must report this at www.ov-chipkaart.nl or to Customer Services as soon as possible.
16. In the event of loss or theft of your personal card with automatic reloading we will block your personal card within 24 hours of your or the account holder's notification and transfer the remaining credit to you.
17. If automatic reloading takes place after the time of notification of loss or theft of your personal card and before the subsequent blocking, we will deposit the direct debit amount in the account number you have given us with the notification. We may set conditions of the bank account, which you will find at www.ov-chipkaart.nl. If you have not given us an account number with the notification, we will deposit the credit and any direct debit amount in the account used for the automatic reloading. Top-ups that have taken place before the notification of loss or theft are for your or the account holder's account and risk.

What are the consequences of fraud with automatic reloading?

18. You or the account holder must report fraudulent transactions

with regard to automatic reloading, or a suspicion of fraud, as soon as possible at www.ov-chipkaart.nl or to Customer Services. We can launch an investigation in response to your report, but are under no obligation to do so. We can call in third parties for such an investigation.

19. If we have discovered fraud with automatic reloading, we will compensate you or the account holder for the financial loss that you or the account holder have demonstrably sustained directly as a consequence of this fraud. This applies to financial loss as a consequence of both automatic reloading and travel on credit.

20. The information under the heading 'What is TLS's liability?' also applies in this regard.

21. If the fraud with automatic reloading is a consequence of a deliberate act, a wrongful act or gross negligence on your or the account holder's part or if a deliberate act, a wrongful act or gross negligence on your or the account holder's part have contributed significantly to the fraud with automatic reloading, including but not limited to the situation where you have allowed your personal card to be used by someone else, then we have the right to refrain from compensation of financial loss.

22. Under no circumstances shall we ever be obliged to compensate loss sustained more than once. If we have already made a payment to you to compensate you for loss sustained, we do not need to do the same to the account holder. You must settle the compensation between yourselves.

23. If you or the account holder have wrongly and demonstrably enjoyed or gained benefit as a result of fraud with automatic reloading, we have the right to deduct the benefit enjoyed by you or the account holder or to reclaim it.

What happens if one or more direct debits are unsuccessful?

24. If we fail to obtain settlement of our claim, for whatever reason, unless the cause is attributable to us, by direct debit, we have the right

hold you and the account holder directly liable, severally for the whole, for the debt arising. Payment in full by one discharges the other.

25. We may use the details in our records as evidence to the contrary for the automatic reloading.

26. If one or more direct debits for automatic reloading are unsuccessful, you will receive an email or letter asking you to transfer the amount owing. In the case of an amount owing of €60 or more, the credit of your personal card will be blocked.

27. If you fail to pay within the period laid down in the email or letter, you will receive a (second) letter in which you will again be asked to pay the amount owing. In this letter administration costs will also be charged.

28. If you fail to pay in full (including administration costs) within the period laid down in this (second) letter, we will transfer our claim against you to a collection agency. In that case you will be charged additional costs. In that case too the credit of your personal card will be blocked, irrespective of the amount and to the extent that has not yet happened.

29. As soon as you have paid in full (including the additional costs charged) within the period laid down by the collecting agency, we will give you instructions for unblocking the credit.

30. You will find the amount of the costs referred to under 27 and 28 that we charge in the event of an unsuccessful direct debit in our scale of charges at www.ov-chipkaart.nl.

31. If we have blocked the credit on your card because you have failed to pay promptly, you cannot recover financial loss from us as a result of this.

When does automatic reloading end?

32. We have the right, if good reason exists, to withdraw consent for automatic reloading in the following circumstances:

- if we receive a change of details form from you or the account holder with the request to stop automatic reloading;
- if we have not been notified of a change in your or the account holder's details and as a result we are unable to render our services properly;
- if you have failed to make payment in accordance with the provisions under 29;
- because of a directive or instruction of an authority, such as a regulator or a banking institution;
- if a weighty interest so justifies. This may be for reasons of security,

to protect the operation of the card system or if we discover misuse or fraud with automatic reloading or have a reasonable suspicion of fraud;

- if you or the account holder have indicated in writing that you do not agree to a change in services, instructions, charges or these general terms and conditions;
- if we have a reasonable suspicion or discover that the application form for automatic reloading has not been completed fully or truthfully.

33. If we withdraw consent for automatic reloading, we will notify you and the account holder as soon as possible. In the circumstances described under a and f above our consent for automatic reloading ends after we have received your change of details form or notification.

34. If your right to use your personal card ends, the right to automatic reloading also ends automatically, except if you replace your card.

How do you terminate automatic reloading?

35. If the right to automatic reloading has been ended, an additional step is needed actually to disable automatic reloading on your personal card. There are two ways to do this:

- if you no longer wish to use your personal card, you must surrender your card to us. You can do this with a form that you can download at www.ov-chipkaart.nl or apply to Customer Services. If you send us the card with the form, we will ensure that automatic reloading is disabled;
- if you keep your personal card, you must disable automatic reloading yourself. You will receive further instructions for this.

36. If you fail to disable automatic reloading according to the instructions following termination, automatic reloading will remain active. The direct debit from the account holder's bank account will also remain active in that case, because we cannot disable automatic reloading (remotely). By failing to disable automatic reloading the account holder may receive direct claims against you as card holder.

What is TLS's liability?

37. We are liable to you for loss resulting from a failing by us in the fulfilment of the agreement. We are in any event liable if the failing is the result of a deliberate act or gross negligence on our part. If the failing cannot be attributed to us, we are not liable.

We only need to compensate you for loss if it is sufficiently directly connected to the event for which we are liable and is a consequence of the same and that loss can, also having regard to the nature of the liability and the nature of the loss, be attributed to us. You have a legal obligation to take reasonable steps to prevent or minimise your loss.

38. Under no circumstances are we liable for loss as a result of acts or omissions of the banking institution in respect of the account holder.

39. You and the account holder are jointly and severally liable to us for all the obligations arising for you or the account holder towards us under these general terms and conditions.

40. You and the account holder will observe the obligations arising on the basis of these general terms and conditions. One such example is that you will disable automatic reloading if the account holder withdraws its mandate. We are not responsible for the (non-)fulfilment of obligations existing between you and the account holder.

Other agreements

41. For the smooth operation of automatic reloading we provide details obtained for the purposes of automatic reloading to:

- you
 - the account holder
 - the banking institution concerned.
- These details include personal details.

42. We have the right to employ the services of third parties for automatic reloading.

These general terms and conditions have been filed with the Gooi-, Eem- and Flevoland Chamber of Commerce, entry number 30177126.