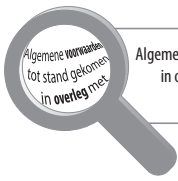


▶ OV-chipkaart General Terms and Conditions



Algemene voorwaarden tot stand gekomen in overleg met Consumentenbond, Rover en ANWB

Overlegkader SER Coördinatiegroep
Zelfreguleringsoverleg

These OV-chipkaart general terms and conditions took effect on 1 January 2014.

These general terms and conditions set out your rights and obligations as a holder of an OV-chipkaart (card). 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.

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'?

- In these general terms and conditions the terms below have the following meanings:
 - you, your: the holder of a card.
 - we, us, our, TLS: Trans Link Systems B.V., 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.
 - Customer Services: OV-chipkaart Customer Services

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

- The card is issued by TLS and is and will remain our property.
- These general terms and conditions apply to the card you can use to travel by and pay for public transport in the Netherlands.
- These general terms and conditions apply to the card and its use.
- It is important to use your card carefully and in accordance with these general terms and conditions.
- These general terms and conditions apply to personal and anonymous cards from 1 January 2014. They apply to all new personal and anonymous cards, but have no retrospective effect. Unless there is express reference to a personal or an anonymous card, these terms and conditions apply to both types.
- You can obtain these general terms and conditions free of charge from a service point: a manned counter (or window) where you can ask for information about the card. A service point can be identified by the OV-chipkaart logo. You will find the addresses of service points near you at www.ov-chipkaart.nl, where you can also view and download the general terms and conditions. A copy of these terms and conditions is also available from Customer Services.
- You can put different products on the card of companies that accept the card as a means of payment. We call this loading. Examples of products include: a discount scheme, a season ticket, another offer or automatic reloading by TLS itself. If you load a product onto your card, instructions and terms and conditions of these products may also apply. TLS is not a party to products you take from these other companies. See their product terms and conditions for the refund options for example or the consequences for products on your card in the event of loss or theft of your card.
- You can also load credit onto your card. This is where you top up the credit on your card with coins, banknotes, a PIN payment using a machine displaying the OV-chipkaart logo or on the web site www.ov-chipkaart.nl. If you top up credit at www.ov-chipkaart.nl, you can then collect the credit from a pick-up device. You will find a list of pick-up devices near you at www.ov-chipkaart.nl.
- Do you use automatic reloading? This is where you top up the credit on a personal card by direct debit. We have additional terms and conditions for this, which you will find at www.ov-chipkaart.nl or at the service desks of companies that accept the card as a means of payment.
- The services provided through Customer Services are subject to the general terms and conditions for the supply of paid information services (AV CZ/84).
- We do everything we can to ensure that our different terms and conditions do not contradict each other. Should this happen nonetheless, these general terms and conditions take precedence unless a more advantageous provision applies to you.
- These general terms and conditions do not apply to cards issued for business use. Further information about business cards can be found at www.ov-chipkaart.nl.
- You can view and download our scale of charges at www.ov-chipkaart.nl or obtain a copy from Customer Services.
- If we draft new general terms and conditions, we will publish them on www.ov-chipkaart.nl at least one month before they take effect. We will only amend these terms and conditions by agreement with representative consumer organisations.

How do you apply for a card or amend your details?

- An anonymous card can be obtained from a service point or the appropriate machines.
- You can apply for a personal card at www.ov-chipkaart.nl or on a paper application form available from a service point. You must complete the form truthfully according to the instructions.
- If you apply for a personal card, we may ask you for proof of identity.
- If you use a personal card, you must notify us as soon as possible of any changes to your address, name (if you marry or divorce, for example), telephone number or email address. You can do this at www.ov-chipkaart.nl/mijnovchipkaart, if you have an account for My OV-chipkaart, or by using our digital change of details form at www.ov-chipkaart.nl

or on a paper change of details form.

20. The purchase of a card may involve a charge. The actual amount can be found in our scale of charges at www.ov-chipkaart.nl.

How do you use the credit on your card?

- If you are going to travel on credit, you must ensure that there is sufficient credit on your card.
- You have three months following registration or after you discover an error in which to contact us if you think that we have made an incorrect record of the balance on your card or your transaction(s) (such as payments and the reloading of credit) or that we have made an error in processing your details. In such cases we can use the details in our records as evidence to the contrary for the credit on your card and all transactions. If you go to a service point to arrange an immediate cash refund (reimbursement) of your credit, the information on your balance stored on your card is guiding, unless you can show evidence to the contrary.
- You will not receive any interest on the credit on your card.

How do you pay with and reload your card?

- Go to www.ov-chipkaart.nl, a service point or machines displaying the OV-chipkaart logo to pay with your card or reload your card (with credit or products) and follow the instructions there.
- After following the instructions you cannot reverse a payment or the reloading of credit or a product, but you can request a refund. Reloading at www.ov-chipkaart.nl is subject to cancellation rules, which are set out in the order terms and conditions at www.ov-chipkaart.nl. You can apply for a refund of the credit on your card at any time, as set out under the heading 'How can you get back the credit on your card (refund)?'. A charge may be payable for this. You can view and download our scale of charges at www.ov-chipkaart.nl or obtain a copy from Customer Services.
- If you load credit according to the instructions, we guarantee that the credit on your card will be topped up by exactly the amount that you load. We may arrange for third parties to carry out the loading. We guarantee that your payment will discharge you (in other words that we will not charge you again for the amount you have paid) if you have completed reloading according to the instructions, which can be found at www.ov-chipkaart.nl. There is a maximum amount you can load each time and there is also a maximum for the total credit on your card. You pay with credit according to the terms and conditions of the companies that accept the card as a means of payment. If the machine accepts a payment with your card, the amount paid is automatically deducted from the credit on your card.
- There are no costs attaching to payments with the card.

How do you use the card?

- You must take great care when using the card and only use it for the purpose for which it has been provided.
- You are responsible for the card as soon as you receive it. From then on the risk of loss, theft or damage of the card is yours.
- Only you are entitled to use your personal card. If you nonetheless allow someone else to use it, this will be at your own expense and risk.
- Selling (on) your card, offering it for sale or giving it to third parties on a profit-making basis in any way is not permitted. Nor is reloading your card for the benefit of third parties on a profit-making basis permitted.
- You may have to use several cards. We would expressly advise you against touching in or out with more than one card at a time, which may for example happen if you have a wallet with several cards for a machine displaying the OV-chipkaart logo. If you do so nonetheless, you run the risk of paying twice.
- Damaging or altering the card or using it contrary to these general terms and conditions or our instructions is not permitted. Reproducing, publishing, altering or circumventing the security measures on the card or preventing their effect in any other way for the purposes of unauthorised use is not permitted. Nor is offering the opportunity of one of the above acts or allowing them to be carried out by others permitted.

How can you get back the credit on your card (refund)?

- If you want the credit on your card back, you are entitled to a refund, which you can obtain at a service point.
- If the right to use your card ends, as described under the heading 'When does your right of use end?', you are entitled to a refund of the credit on your card up to 12 months after the end of your right of use. A service point can help you with this. A refund is only possible according to the instructions of the service point. Proof of identity may be required.
- We have the right to charge you reasonable administration costs when refunding credit. You can find out what these costs are in our scale of charges at www.ov-chipkaart.nl. We will deduct the administration costs payable from your credit balance.
- We can set a maximum amount for refund of credit at a service point. The maximum amount can be found in our scale of charges. Above that amount a refund of credit is only possible by surrendering your card with a form that you can download from www.ov-chipkaart.nl. For this reason we recommend that you never put more credit on your card than is consistent with your travel habits. The form can also be obtained from a service point or on application to Customer Services. We will transfer the remaining credit to the bank account number that you have given for this. We may set conditions of the bank account, which you will find at www.ov-chipkaart.nl.

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

- If you discover that your personal card has been stolen or you have lost it, you must report this as soon as possible. You can do this at www.ov-chipkaart.nl/mijnovchipkaart, if you have an account for My OV-chipkaart, at Customer Services or with the web form at www.ov-chipkaart.nl. We will block your personal card for further use within 24 hours

of your notification.

39. We are unable to block an anonymous card. There is no need to report loss or theft of an anonymous card to us.

40. If your personal card has been stolen, we have the right to ask you to report the theft to the police as soon as possible. You must confirm this to us in writing by sending us a copy of the report. As owner of the personal card we also have the right to report theft to the police. We do not need to exercise this right. If we report theft, we will pass your (personal) details that are known to us to the police if the police ask for them.

41. Once we have received your report of loss or theft, we bear the risk of loss of the credit on your personal card from the following day (with effect from 0:00), except if there is any question of a deliberate act or gross negligence on your part. Until this time you bear the risk of loss of credit yourself. This means that we will pay you the credit on your personal card according to our records at 0:00 on the first day after your report. In calculating the amount of this credit we take account of all the loading and payment transactions made with the card up to 0:00 on the first day after your report. The same applies to transactions that only emerge from the card system after 0:00 because of the technical processing periods. We will transfer the remaining credit to the bank account number that you have given for this. We may set conditions of the bank account, which you will find at www.ov-chipkaart.nl.

What happens to your credit, products and old card if your personal card is replaced?

42. If your personal card has been stolen, if you have lost it or it is faulty, we can provide a replacement for it at your request. This may involve a charge.

43. What you must do if your card is faulty or if you suspect it of being so can be found at www.ov-chipkaart.nl or you can call Customer Services.

44. We are unable to replace anonymous cards because we do not have your details in our records.

45. We will transfer the credit on your old personal card to your bank account. We will calculate the credit on the basis of our records within two weeks of your report. We will then transfer the credit as soon as possible.

46. If our records show that there are products present on your personal card, we will always transfer these products to your new card, unless the product terms and conditions of the suppliers of these products prevent this.

47. When we have your old personal card in our possession, we will terminate and destroy it so that it cannot be used by anyone else.

What are the consequences of fraud with your card?

48. Fraudulent transactions with your card or a suspicion of fraud must be reported at www.ov-chipkaart.nl or to Customer Services as soon as possible. The term fraudulent transactions includes copying or tampering with a card. We can launch an investigation in response to your report, but are under no obligation to do so and we may call in third parties for such an investigation.

49. Following a report of fraud or a suspicion of fraud, we have the right, as we see fit and as soon as we consider it necessary, to:

- block your card
- block your credit
- block one or more products on your card.

We also have this right if we ourselves have a reasonable suspicion that fraudulent transactions are being made with your card. We are not obliged to block your card in the event of fraud or a suspicion of fraud; we may for example decide not to do so if it would prevent further investigation. Following a report of fraud or a suspicion of fraud, you must surrender your card as soon as possible if we ask you to do so. You can do this at a service point, according to the instructions you receive there.

50. If we have discovered fraud with your card, we will compensate you for the financial loss you have demonstrably sustained in direct connection with it as a result of this fraud. This is only possible with anonymous cards if we have your personal details. We will do this once you have surrendered your card at a service point, according to the instructions you receive there. We will then:

- provide you with a replacement card free of charge and/or
- compensate the financial loss you have demonstrably sustained in direct connection with regard to your credit or the products on your card as a result of this fraud.

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

51. If you are entitled to compensation for the loss of credit as a result of fraud with your card, we will return to you the credit available on your card according to our records immediately before the fraud discovered took place. In calculating the amount of the credit to be paid we take account of all the reloading and payment transactions you have made with the card before the fraud. The same applies to transactions that only emerge from the card system after the fraud has been discovered because of the technical processing periods.

52. If the fraud with your card is a consequence of a deliberate act, a wrongful act or gross negligence on your part or if a deliberate act, a wrongful act or gross negligence on your part contributed significantly to the fraud, including but not limited to the situation where you have allowed your personal card to be used by someone else, we have the right to charge reasonable costs for a replacement card, without waiving any other rights. In that case we also have the right to refrain from further compensation.

53. If you have wrongly and demonstrably enjoyed benefit as a result of fraud with your card, we have the right to deduct the benefit enjoyed by you or to reclaim it from you.

54. Compensation of loss sustained by you or the reimbursement of loss does not mean that we accept any liability for the fraud.

What is TLS's liability?

55. 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.

When does your right of use end?

56. The right to use your card ends in the following circumstances:

- when an authorised person of ours or at a service point receives the card from you or we receive the card by post. If you request termination of your card, we may ask you for proof of identity;
- when the holder of a personal card dies and we receive notification of this;
- when we block a personal card following notification of loss or theft;
- when we block a personal or anonymous card in the event of fraud or a reasonable suspicion of fraud;
- when we are required to terminate your card on the basis of a directive or instruction of an authority, such as a regulator or a banking institution;
- when you have written to us indicating that you do not agree to a change of services, instructions, charges or these general terms and conditions;
- when the validity of your card has expired. The validity may be indicated on your card. You can also ascertain the validity of your card at machines displaying the OV-chipkaart logo or at our web site www.ov-chipkaart.nl;
- where a weighty interest justifies termination of the right to use your card, for example if the card is technically faulty, for reasons of security, to protect the operation of the card system or if we discover misuse or fraud with your card or have a reasonable suspicion of fraud.

57. As soon as the right of use ends you may no longer use your card. For further information, go to www.ov-chipkaart.nl or contact a service point or Customer Services.

58. The end of the right to use your card has no consequences for the details stored on the card concerned or in the records of the card system, such as the amount of your credit and any products.

59. Nor does the end of the right to use your card have any consequences for your right to a refund of the credit, except in the event of contributory negligence.

How are your personal details processed?

60. If you use a personal card, your photograph, date of birth and name are printed on the card, your date of birth is stored in the chip and your personal details are recorded in our systems.

61. The processing of your personal details by us or on our behalf will be subject to our privacy policy, which you can obtain from www.ov-chipkaart.nl and Customer Services.

62. If you use an anonymous card, you may incidentally provide your personal details to us or a company that accepts the card as a means of payment. This will be the case if for example you contact Customer Services. In that case your personal details will be processed in accordance with our privacy policy.

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

63. If you do not agree with the way in which we have handled a complaint from you, then we have a dispute. You have three months from a dispute arising in which to notify the dispute to the Public Transport Consumer Complaints Board, Bordewijklaan 46, PO Box 90600, 2509 LP The Hague (www.degeschillencommissie.nl).

64. The Public Transport Consumer Complaints Board will only consider a dispute if you have first submitted your complaint to us.

65. You may only submit your dispute with us to the Public Transport Consumer Complaints Board or the ordinary courts.

66. If you submit a dispute to the Public Transport Consumer Complaints Board, we are bound by this choice. If we wish to submit a dispute to the Public Transport Consumer Complaints Board, we will ask you to let us know within five weeks whether you agree to this. If you fail to respond within these five weeks, we will be free to submit the dispute to the ordinary courts.

67. The Public Transport Consumer Complaints Board will give a decision in accordance with its regulations, which will be sent to you on request. The Public Transport Consumer Complaints Board will issue a binding opinion, which means that you and we will be obliged to comply with it. If you submit a dispute to the Consumer Complaints Board, you will have to pay a fee.

Other agreements

68. We will notify you of changes in our services, the associated instructions and the charges that we make at www.ov-chipkaart.nl. We have the right to let these changes take effect at any time. If you do not agree to a change, you must tell us in writing within 30 days of our notice. The right to use your card will end ten calendar days after the date on which we receive your notification. Refund of credit will take place as described under the heading 'How can you get back the credit on your card (refund)?'.

69. We may issue new cards with different capabilities or terms and conditions or for different payments at any time.

70. We will at all times make every effort to ensure that the card system and the web site are well maintained, operate properly and are properly protected.

71. If you have a complaint, claim, opinion or suggestion about the quality or quantity of products supplied for which you have paid with your card, you must contact the company that supplies the products.

72. We have the right at any time to employ the services of third parties for the issue of the card and activities necessary for it.

73. If we have an amount to claim from you, such as a credit shortfall or administration costs owed, we have the right to set off what we have due and payable or conditionally to claim from you against claims whether due and payable or not that you have on us.

74. For questions, instructions, information about administration costs and charges or complaints about the card or us, contact us at www.ov-chipkaart.nl or Customer Services. You will find our complaints procedure at www.ov-chipkaart.nl.

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