

Version April 2025

## TERMS OF USE XXIMO SERVICE

These Terms of Use apply to XXImo'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 pursuant to which XXImo 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 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 XXImo for the use of the Services;
Foundation:	Stichting Client Monies XXImo 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:	and the general terms and conditions of XXImo applicable to the provision of the Services (including but not limited to these Terms of Use), the use of the Token and other services as listed on <a href="https://www.xximo.com/nl-en/legal">https://www.xximo.com/nl-en/legal</a> ;
Milo App:	a by or for XXImo 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 XXImo logo issued by or on behalf of XXImo FS;
Partner:	a supplier with whom XXImo BV or one of its group companies within the XXImo Organisation 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):	XXImo'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 XXImo 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 XXImo 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 <a href="https://www.xximo.com/nl-en/">https://www.xximo.com/nl-en/</a> ;
XXImo:	joint designation for XXImo BV and XXImo FS;
XXImo BV:	XXImo B.V., having its office at Stadsplateau 11, 3521 AZ Utrecht, registered with the Trade Register of the Chamber of Commerce under number 53111524;
XXImo FS:	XXImo 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);
XXImo 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 XXImo 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 XXImo and the Customer, unless otherwise expressly agreed in writing.
- 2.2 All offers made by XXImo are without obligation and may be revoked by XXImo at any time prior to the conclusion of the Agreement. Agreements are concluded when XXImo has accepted the Customer's application by written or electronic confirmation. XXImo is entitled to refuse a Customer at any time without providing any reason.

## Article 3. Services

- 3.1 During the term of the Agreement XXImo 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 XXImo Portal by XXImo BV and supplying the agreed Token by XXImo FS.
- 3.2 XXImo shall endeavor to ensure that the Customer has access to the XXImo Portal and the Milo App offered thereon and that the Customer can purchase Mobility Services from Partners using the Token. XXImo cannot be held responsible for acts or omissions of Partners.
- 3.3 All delivery periods stated by XXImo have been established to the best of XXImo's knowledge based on the information known to XXImo at the time the period was issued. The mere exceeding of a delivery term shall not constitute default (*verzuim*) by XXImo.

- 3.4 Using the Tokens, the Customer can (on behalf of the Token Holders) purchase agreed Mobility Services from the Partners. The Customer shall always enter into an agreement with the relevant Partner for the Mobility Service that the Customer wishes to purchase. The general terms and conditions of the relevant Partner apply to this mobility agreement. XXImo cannot be held liable for the (non-)performance of the mobility agreement by the Partners. The costs charged by the relevant Partner (and invoiced to XXImo) apply to the purchase of the Mobility Services. These costs will be charged by XXImo against the Balance.

#### **Article 4. XXImo Portal**

- 4.1 Within the context of the Service, XXImo provides the Customer with a URL of the XXImo Portal, as well as an access code and password, which makes the XXImo Portal accessible to the Customer.
- 4.2 The XXImo 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 XXImo, 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 XXImo Portal, the Customer agrees to the applicability of any additional terms and conditions that apply to the XXImo Portal and can be viewed via the XXImo Portal.
- 4.4 The Customer guarantees that they themselves, as well as the Token Holders, will use the XXImo 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 XXImo 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 XXImo does not guarantee that the XXImo Portal and the Milo App can be used undisturbed at all times.

#### **Article 5. Customer Obligations.**

- 5.1 The Customer guarantees that it will impose all obligations from these Terms of Use and the conditions of XXImo FS on the Token Holder. The Customer shall under no circumstances make further commitments or guarantees than those provided by XXImo in the Agreement and the Terms of Use. At XXImo's request, the Customer shall provide XXImo with a copy of the agreements with the Token Holder regarding the use of the Service.
- 5.2 The Customer shall immediately notify XXImo of any complaints from Token Holders regarding the Token in order to consult regarding the steps the Customer may take to resolve the complaints.
- 5.3 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.

- 5.4 The Customer shall ensure that all data and information requested by XXImo which are necessary for the provision of the Services or to comply with legal obligations (including up-to-date bank details) are provided to XXImo 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.
- 5.5 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 XXImo FS:
- I. Full first names
  - II. Surname
  - III. Birthplace
  - IV. Date of birth
  - V. Residence
- 5.6 The information referred to in Article 5.5 must be received by XXImo FS in a timely manner, but in any event prior to the commencement of service by XXImo to the Customer or any Token Holder involved, respectively.
- 5.7 Customer represents that the information provided pursuant to this Section 10 is complete, correct and current (to the best of its knowledge).

## Article 6. Fees and invoice

- 6.1 For the provision of the Services, the Customer shall pay the fees in accordance with the Agreement, and these fees shall be charged against the Balance.
- 6.2 For the provision of the Service, the Customer owes XXImo the fees agreed upon in the Agreement. All fees owed to XXImo are, unless expressly stated otherwise, quoted in euros, exclusive of VAT and other levies. XXImo is entitled to require the Customer to make an advance payment of the fees owed. XXImo is entitled to annually index and additionally amend the fees for the Service.
- 6.3 Via the XXImo Portal, XXImo BV provides the Customer with a monthly invoice or statement (as applicable). The following amounts shall be included on this invoice:
- a. Amounts (owed) for the Mobility Services purchased;
  - b. Amounts (owed) for the purchase of the Service; and
  - c. VAT.

The data from XXImo's administration shall be decisive for the determination of the invoice.

- 6.4 Payment (through collection) shall take place every 7th calendar day of the month.
- 6.5 The Customer shall not apply any discount to, suspend payment (*opschorten*) of, or set off (*verrekenen*) any amount that it owes or will owe to XXImo or the Foundation under the Agreement or as otherwise agreed between the Parties.

- 6.6 If any amount owed by the Customer is not received by XXImo on the bank account specified on the relevant invoice by the due date, the Customer shall be in default (*verzuim*) without any notice of default (*ingebrekestelling*) being required. From the moment the Customer is in default of its payment obligation, XXImo shall, without further notice of default, be entitled to:
- a. The calculation of statutory commercial interest from the due date until the day of full payment;
  - b. Extrajudicial and judicial collection costs. The calculation of extrajudicial costs shall be in accordance with the Decree on Compensation for Extrajudicial Collection Costs and as included in Article 6:96 paragraph 4 of the Dutch Civil Code.
- 6.7 If any amount owed by the Customer under the Agreement is not paid by the due date, XXImo reserves the right to suspend the Services until all outstanding amounts (including interest, costs, and the costs in accordance with Article 6.4) are paid in full. The costs for suspending and reactivating the Services shall always be borne by the Customer. XXImo shall not be liable for any damage the Customer may incur as a result of the suspension of the Services due to late or non-payment by the Customer, for any reason whatsoever, to XXImo.

## Article 7. Intellectual property rights

The intellectual property rights to all Services (including the Milo App, XXImo Portal and the Token) made available by XXImo within the framework of the Agreement shall remain vested in XXImo or in the third party from whom XXImo 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, XXImo 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 8. Liability

- 8.1 The total contractual and extra-contractual liability of XXImo and the Foundation under or in connection with the Agreement shall be limited to the amount paid by XXImo's liability insurance in that particular case, to be increased by the amount of XXImo's deductible.
- 8.2 If in any specific case XXImo's liability insurance does not provide coverage for any reason, or the damage in question is not covered by insurance, the liability of XXImo 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 XXImo for the purchase of the Service (explicitly excluding any amounts paid to XXImo / 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 10.000.00 (ten thousand euros) per event, with a series of events being considered as one event.
- 8.3 XXImo 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.

- 8.4 XXImo and/or the Foundation shall never be liable for any form of damage other than direct damage, including business, consequential or indirect damage, loss of turnover, profit, missed savings and any costs incurred to prevent such damage.
- 8.5 Any claim for damages against XXImo and/or the Foundation shall lapse by the mere lapse of six months after the Customer discovered or reasonably should have discovered the damage.
- 8.6 The limitations of liability in this article apply only to the extent permitted under relevant regulations.

#### **Article 9. Objection to performance of the Service and related fee**

If the Customer is of the opinion that the Service provided by XXImo, or the amount charged therefor, does not comply with what has been agreed between the parties, the Customer shall inform XXImo 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 10. Secrecy**

- 10.1 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.
- 10.2 Information shall in any case be considered confidential from the moment it is designated as such by either party.

#### **Article 11. Suspension**

- 11.1 XXImo 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.
- 11.2 XXImo is entitled to suspend the 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. Contrary to Article 6:265 of the Dutch Civil Code, the Customer is only entitled to terminate the Agreement extrajudicially if XXImo fails to fulfil essential obligations under the Agreement and such failure, after proper written notice of default, is not remedied within a reasonable period.
- 11.3 XXImo is also entitled to terminate the Agreement with immediate effect, without any notice of default being required and without XXImo being liable for damages to the Customer or the Token Holder, if:
  - a. The Customer is granted provisional or final suspension of payments;
  - b. The Customer is declared subject to statutory debt restructuring;
  - c. The Customer's bankruptcy is filed or declared;
  - d. The Customer's business is liquidated or terminated.

The foregoing is without prejudice to XXImo's right to compensation for damage suffered by it due to the early termination of the Agreement.

- 11.4 Termination of the Agreement shall not relieve the Customer of any payment obligation regarding (i) Services already provided by XXImo, unless XXImo is in default regarding a specific Service, and (ii) Mobility Services already purchased from a Partner (which the relevant Partner charges to XXImo). Amounts invoiced by XXImo before the termination or cancellation in connection with what it has already performed or delivered under the Agreement become immediately due upon termination or cancellation.
- 11.5 XXImo is entitled to terminate the (1.) Agreement with the Customer or the Token Holder's right of use, and/or (2.) block and/or (partially) restrict access to the Service(s) if:
- a. a Customer or Token Holder restricts or prevents the processing of personal data by XXImo in any way, which includes the exercise of the rights granted to data subjects by the General Data Protection Regulation, from the time the restriction takes effect; and
  - b. XXImo has reasonable cause to do so; and
  - c. the processing by XXImo is necessary (1.) under a legal basis, or (2.) in performance of a contract, or (3.) under a legitimate interest of XXImo.

## **Article 12. Force Majeure**

- 12.1 If XXImo 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, XXImo 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.
- 12.2 XXImo 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. XXImo 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.

- 12.3 For purposes of this Agreement, "Force Majeure Event" means any circumstance beyond XXImo'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 XXImo;
  - 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 XXImo'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 XXImo's plant site.

- 12.4 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 XXImo is still not reasonably possible, either party may terminate this Agreement with prior written notice. Such termination shall be effective immediately.

### **Article 13. Final Provisions**

- 13.1 XXImo 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.
- 13.2 If any provision of these Terms of Use is null and void or is annulled, the remaining provisions of these Terms of Use shall remain in full force and effect.
- 13.3 The Terms of Use may be amended by XXImo. The amendment shall be communicated to the Customer via the Website or by other means.
- 13.4 The offers, quotations, Agreements and other legal acts regarding delivery by XXImo of Services shall be governed by Dutch law.