

General Terms and Conditions - Card User

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1. Definitions

In these General Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:

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| 1.1 | General Terms and Conditions: | These general terms and conditions for card users with respect to the Shuttel card. |
| 1.2 | App: | The Shuttel app. |
| 1.3 | Services: | Mobility services and/or products (e.g. travel at a discount price, fleet management, trip logging) of service providers that the Card User can use and which Shuttel will invoice to the Card User on the basis of an Agreement. For a list of mobility services, see www.shuttel.nl . |
| 1.4 | Service Providers: | Mobility providers or other providers of Services used by, supplied to and/or purchased by the Card User. |
| 1.5 | Information: | All information, recommendations and/or services offered to the Card User via the App and the Portal. |
| 1.6 | Card User(s): | The person who legitimately uses the Shuttel card and the Services of the Service Providers. |
| 1.7 | Agreement: | A written agreement between the Card User and Shuttel or third parties engaged by Shuttel as intermediaries. |
| 1.8 | Portal: | The Shuttel portal. |
| 1.9 | Shuttel: | Shuttel B.V., see article 2. |
| 1.10 | Shuttel card: | The card and associated subscription that the Card User uses for the mobility services of the Service Providers. |
| 1.11 | TLS: | Translink Systems B.V., with its registered office in Amersfoort at Stationsplein 151-157, processes personal and transaction data and is the producer and owner of the Shuttel card. |
| 1.12 | Transaction(s): | Any registered transport movement carried out with a Card User. |

2. Identity of the enterprise

Name of enterprise: Shuttel B.V.

Doing business as: Shuttel

Registered address Zuiderinslag 2, NL 3833 BP Leusden

Business premises at: Stationsplein 1E, NL 3818 LE Amersfoort

Desk phone number: +31 33 303 4600

Availability: Weekdays 8 AM to 6 PM

E-mail: advies@shuttel.nl

Chamber of Commerce number: 22027181

VAT number: NL 006070802B01

3. Applicability

- 3.1. These General Terms and Conditions apply to any offer and to any Agreement concluded remotely between Shuttel or third parties engaged by Shuttel as intermediaries and Card User. Shuttel expressly rejects any other terms and conditions.
- 3.2. Before the conclusion of the remote Agreement, the text of these General Terms and Conditions will be made available to the Card User. If this is not reasonably possible, Shuttel will, prior to the conclusion of the remote Agreement, indicate the way in which the General Terms and Conditions can be viewed at Shuttel and that they will be sent to the Card User at the Card User's request as quickly as possible and at no cost.
- 3.3. If the remote Agreement is concluded electronically, then in departure from the previous paragraph and before the remote Agreement is concluded, the text of these General Terms and Conditions may be made available to the Card User electronically in a manner that allows them to be conveniently saved on permanent media by the Card User. If this is not reasonably possible, then before the remote agreement is concluded, the Card User will be notified of where the General Terms and Conditions can be viewed electronically and that a copy will be sent electronically or in another manner at no cost upon request.
- 3.4. In the event that in addition to these General Terms and Conditions specific product or service conditions of Shuttel also apply, the second and third paragraphs shall apply accordingly to these and the Card User may,

in the event of conflicting conditions, at all times invoke the applicable clause most favourable to the Card User.

- 3.5. Shuttel has the right to amend the General Terms and Conditions. Amendments to the General Terms and Conditions will be notified to the Card User before they go into effect.
- 3.6. The Services that can be used by the Card User are offered by the Service Providers. Shuttel is not a party to the legal relationship established between the Card User and Service Providers with respect to the individual transport agreements or other agreements. Such agreements are in all cases governed by the general terms and conditions and privacy statement of the Service Provider in question.

4. Offer

- 4.1. All offers are entirely without obligation, indicative and non-binding unless explicitly stated otherwise in writing.
- 4.2. The offer contains a complete and precise description of the offered products, digital content and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the Card User.
- 4.3. Each offer shall contain enough information to make clear to the Card User what the rights and obligations attached to the acceptance of the offer are.

5. The Agreement

- 5.1 If the Card User has accepted the offer by electronic means, Shuttel will immediately confirm receipt of acceptance of the offer by electronic means. As long as receipt of this acceptance has not been confirmed by Shuttel, the Card User may terminate the Agreement.
- 5.2 If the Agreement is concluded by electronic means, Shuttel will take appropriate technical and organisational measures to ensure the security of the electronic data transfer and provide a secure web environment. If the Card User is given the option to pay electronically, Shuttel will observe appropriate security measures.
- 5.3. An Agreement is concluded at the moment that Shuttel has accepted the application in writing or by electronic means.
- 5.4 Subject to the limitations within the law, Shuttel may investigate whether the Card User is capable of meeting his/her payment obligations and may investigate all the facts and factors relevant to entering into the remote Agreement in a responsible way. If, further to such investigations, Shuttel has good grounds to decide against concluding the Agreement, Shuttel may reject an order or application, stating reasons, or may attach special conditions to performance.
- 5.5. Shuttel (or third parties engaged by Shuttel as intermediaries) will, no later than upon delivery of the product, service or digital content to the Card User, provide the following information, in writing or in such a way that the Card User can save it in an accessible manner on permanent media:
 - i) the e-mail address and telephone number of Shuttel where the Card User can contact Shuttel with any complaints;
 - ii) the conditions under which and the manner in which the Card User may exercise the right of withdrawal;
 - iii) information on the service and existing customer service after registration;
 - iv) the price of the product, service or digital content including all taxes; and the method of payment, delivery or performance of the remote agreement;
 - v) subject to paragraph 4, the Agreement becomes effective upon acceptance of the offer by the Card User and the fulfilment of the conditions attached to it;
 - vi) if the Card User has a right of withdrawal, the model withdrawal form.

6. Contract term and notice period

- 6.1. The Agreement with the Card User is entered into for an indefinite period of time.
- 6.2. The Card User and Shuttel may terminate the Agreement with one month's notice.
- 6.3. Cancelled Shuttel cards must be returned by the Card User to Shuttel by post within ten business days after the lapse of the last day of the one-month notice period.
- 6.4. Shuttel will block any Shuttel cards not returned to Shuttel to prevent abuse, and an amount of €15 will be charged on the final invoice for the non-returned card.
- 6.5. Within 60 days of receipt or termination of the last Shuttel card(s), Shuttel will draw up a final invoice.

7. Termination

- 7.1. Shuttel may, in addition to the other rights to which it is entitled, suspend and/or rescind the Agreement with the Card User at any time without further notice of default and judicial intervention and without being liable to pay damages to the Card User by means of written notification to the Card User if:
 - the Card User does not fulfil, or does not fulfil properly or on time, one or more obligations under the Agreement;

- the Card User is unable to pay its due and payable debts or leaves its due and payable debts unpaid, or becomes insolvent;
 - bankruptcy of the Card User is applied for;
 - suspension of payments of the Card User is applied for;
 - a request for application of a statutory debt restructuring scheme is made on behalf of the Card User or is granted with respect to the Card User;
 - the Card User has committed abuse and/or fraud with the Shuttel card; and/or
 - attachment is levied on the Card User or assets of the Card User.
- 7.2. If any of the situations described in paragraph 1 of this article arises, the Card User is under the obligation to inform Shuttel without delay.
- 7.3. In the event of termination of the Agreement by Shuttel, all costs for Services provided will be calculated and invoiced to the Card User.
- 7.4. Terminated Shuttel cards must be returned by the Card User to Shuttel in accordance with Article 6.

8. Withdrawal period

For products:

- 8.1. The Card User may rescind an Agreement relating to the purchase of a product, without giving reasons, during a reconsideration period of 14 days. Shuttel may ask the Card User for the reason for withdrawal, but may not oblige the Card User to state the reason(s).
- 8.2. The reconsideration period referred to in paragraph 1 commences on the day after the Card User or a third party designated in advance by the Card User, who may not be the carrier, has received the product, or:
- i. if the Card User has ordered multiple products in the same order: the day on which the Card User or a third party designated by the Card User has received the last product. Shuttel may, provided it has clearly informed the Card User thereof prior to the ordering process, refuse an order for multiple products with different delivery times.
 - ii. if the delivery of a product consists of multiple consignments or parts: the day on which the Card User or a third party designated by the Card User has received the last consignment or the last part;
 - iii. in the case of agreements for regular delivery of products over a given period: the day on which the Card User or third party designated by the Card User has received the first product.

In the case of services and digital content not delivered on tangible media:

- 8.3. The Card User may rescind a service contract and a contract for the supply of digital content not delivered on tangible media within a period of fourteen days, without giving reasons. Shuttel may ask the Card User for the reason for withdrawal, but may not oblige the Card User to state the reason(s).
- 8.4. The reconsideration period referred to in paragraph 3 commences on the day following the conclusion of the Agreement.

9. Obligations of the Card User during the reconsideration period

- 9.1. During the reconsideration period, the Card User must handle the product and packaging with care. The Card User will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The assumption here is that the Card User may only handle and inspect the product to the extent that would be permitted in a shop.
- 9.2. The Card User will only be liable for any reduction in the value of the product resulting from a way of handling the product that goes beyond what is permitted in paragraph 1.
- 9.3. The Card User is not liable for any reduction in the value of the product if Shuttel has not provided him/her with all legally required information on the right of withdrawal before or at the time of concluding the agreement.

10. Exercise of the right of withdrawal by the Card User and costs thereof

- 10.1. If the Card User makes use of the right of withdrawal, the Card User will notify Shuttel of this within the reconsideration period by means of the model withdrawal form or in another unambiguous manner. See Annex A for the model withdrawal form.
- 10.2. As soon as possible, but not later than fourteen days from the day following the notification referred to in paragraph 1, the Card User will send the product back or hand the product over to Shuttel or an authorised representative of Shuttel. This does not have to be done if Shuttel or an authorised representative of Shuttel has offered to collect the product personally. The Card User has in any case observed the return period if the Card User returns the product before the reconsideration period has expired.
- 10.3. The Card User will return the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the enterprise.

- 10.4. If the Card User returns the article within the specified period and the product has traces of use or damage, Shuttel may decide not to refund the full amount paid or not to accept the return of the article.
- 10.5. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Card User.
- 10.6. The Card User will pay the costs for return shipment.
- 10.7. If the Card User exercises the right of withdrawal, all additional and supplemental agreements are rescinded by operation of law.

11. Shuttel's obligations in the event of withdrawal

- 11.1. If Shuttel allows notice of withdrawal from the Card User by electronic means, then after receipt of this notice Shuttel will immediately send a confirmation of receipt of this notice.
- 11.2. Shuttel will reimburse all payments from the Card User, including any delivery costs charged by Shuttel for the returned product, immediately and no later than within fourteen days following the day on which the Card User has given notice of the withdrawal. Unless Shuttel offers to collect the product itself, Shuttel may hold the reimbursement until Shuttel has received the product or until the Card User demonstrates that the Card User has returned the product, whichever is earlier.
- 11.3. For the reimbursement, Shuttel will use the same payment method that the Card User has used, unless the Card User consents to another method. The reimbursement will be made at no cost to the Card User.
- 11.4. If the Card User has opted for a more expensive method of delivery than the cheapest standard delivery, Shuttel does not have to reimburse the additional costs for the more expensive method.

12. Prices and Payment

- 12.1. The prices mentioned in the offer of products or services are inclusive of VAT.
- 12.2. Prices set out in this Agreement may be subject to price changes communicated by Shuttel one month in advance. Shuttel also reserves the right to index prices under application of the Consumer Price Index. Prices can be indexed annually (for the first time on 1 January 2020). Indexation will be based on the CPI series 2015=100, using the most recent year for which the definitive index figure is known. The Card User is at all times entitled to terminate the Agreement with one month's notice in accordance with article 6.2.
- 12.3. In the event of changes in the prices for the Services as established by the Service Providers, Shuttel will charge on these changes to the Card User. This price change results from the agreement between the Service Providers and the Card User.
- 12.4. Payment must be made without deduction, discount or setoff within thirty (30) days of the invoice date. Payment must be made in the currency indicated on the invoice, by transfer to a bank account designated by Shuttel or to the bank account of the intermediary that Shuttel has engaged.
- 12.5. If at the time of registration for the Shuttel card the Card User has submitted an authorisation for personal use, the costs in connection with the personal use will be charged to you. These costs will be collected directly from the account number specified by you.
- 12.6. In the event that the Card User does not meet his/her payment obligation(s) on time, Shuttel has notified the Card User of the late payment and has granted the Card User a term of fourteen days to make the payments in question, and payment is still not received within this fourteen-day period, then statutory interest is owed on the outstanding amount and the enterprise is authorised to charge on any extrajudicial collection costs incurred.
- 12.7. Costs for activating the Services or costs for the provision of one or more new cards are to be borne by the Card User. These charges are clearly stated in the Agreement and on Shuttel's website (www.shuttel.nl).
- 12.8. In drafting the invoices, Shuttel's administration will be decisive.
- 12.9. Complaints against the amount of invoices submitted do not suspend the Card User's payment obligation. The Card User can send any complaint, within the statutory complaint period, to advies@shuttel.nl. See Article 13 on the handling of complaints.

13. Complaints procedure

- 13.1. Shuttel handles the complaints regarding the Shuttel card. For complaints about the Services of the Service Providers, the Card User must approach the relevant Service Provider directly.
- 13.2. Shuttel has made its complaints procedure adequately available, and Shuttel will handle complaints in accordance with this complaints procedure.
- 13.3. Complaints about the performance of the Agreement must be made within a reasonable time after the Card User has observed the defects, and must be fully and clearly described and submitted to Shuttel.
- 13.4. Shuttel strives to respond to complaints within a period of fourteen days from the date of receipt. If a complaint requires a foreseeable longer processing time, Shuttel will respond within seven days with a notice of receipt and an indication of when the Card User can expect a more detailed answer.

- 13.5. The Card User must give Shuttel at least four weeks to arrive at an acceptable resolution of the complaint.

14. Use of Shuttel card

- 14.1. The Shuttel card can be used by the Card User only in respect of the Services supported by Shuttel.
- 14.2. The Shuttel card is issued by Shuttel and is the property of TLS. It is not permitted to transfer, rent or give the Card to a third party. The Card User will treat the Shuttel card with care. The Shuttel card can be used until no later than the expiry date stated on the Shuttel card.
- 14.3. The Card User is the only person entitled to use the Shuttel card.
- 14.4. It is not permitted to damage, alter or use the Shuttel card in violation of these General Terms and Conditions or the Shuttel instructions and manuals.
- 14.5. In the event of loss or theft of the Shuttel card, the Card User must report this directly to Shuttel and file a police report. In the event of loss or theft, the costs of the Services purchased by the Card User continue to be incurred up until the moment that the loss or theft has been reported in writing by the Card User to Shuttel. If the Card User wishes to request a new Shuttel card, the Card User must submit this request via the telephone number or e-mail address given in Article 2.
- 14.6. The Card may not be duplicated, altered and/or copied. You indemnify us and third parties against all damage arising from duplicating, altering and/or copying of the Card.
- 14.7. In the event of misuse and/or fraud, or the suspicion of misuse or fraud (which in any case includes: duplicating, altering, copying and/or improper use of the Shuttel card), the Card User must report this to Shuttel immediately. Shuttel can then block the Shuttel card and request the Card User to return the Shuttel card in question to Shuttel. The Card User will be obliged to cooperate in this respect. The Card User will do everything reasonably possible to prevent misuse.
- 14.8. The Card User must have the Shuttel card blocked immediately if:
 - i) the Card has been stolen or the User suspects that it has been stolen;
 - ii) the User has lost the Card;
 - iii) the User does not receive the Card back after use, for example because it has been swallowed and not returned by a machine;
 - iv) you or the User discover that one or more Transactions have been performed with the Card which are not recognized by you or the User;
 - v) you or the User have any other reason to question whether the security of the Card has been compromised.
- 14.9. If the User retrieves or finds the Card after it has been blocked, the blocked Card must be sent to us.
- 14.10. The Card User is responsible for the correct and complete transmission of data to Shuttel, including e-mail address, telephone number, bank account, driving licence details and other data relevant to the performance of the Agreement. This also applies to changes to these data during the term of the Agreement.
- 14.11. It is not allowed to put balance on the Shuttel card. The balance used by the Card User to top up the Shuttel card will under no circumstances be refunded or paid out in cash.

15. Intellectual property and rights of use

- 15.1. All current and future intellectual property rights, including (but not limited to) copyrights, to all products and/or services, as well as associated or underlying documentation and/or working documents, are held exclusively by Shuttel. To the extent necessary, the Card User will, upon demand by Shuttel, perform all acts necessary for the transfer of intellectual property rights to Shuttel in the manner prescribed by law. The Agreement will not result in any transfer of intellectual property rights by Shuttel to the Card User.
- 15.2. The Card User is expressly forbidden to reproduce or publish information, data and other materials obtained under the Agreement without the prior written consent of Shuttel. The Card User is not entitled to remove, change or add any indication concerning or reference to intellectual property rights, including but not limited to copyrights, trademarks or trade names of, from or in relation to the products and/or services, including indications concerning confidentiality and secrecy.

16. Privacy

- 16.1. In order to enable the use of the Shuttel card, App, Portal, mobility services and other services, it is necessary for Shuttel to process information of the Card User that will include personal data. Shuttel receives certain information from Service Providers, including location information of the Card User (such as check-in and check-out details).
- 16.2. Insofar as the data processed by Shuttel as part of the performance of the relevant Agreement contains personal data, Shuttel will process it in accordance with the applicable privacy legislation, including but not limited to the General Data Protection Regulation.
- 16.3. Shuttel's Privacy Statement as available on Shuttel's website (<https://www.shuttel.nl/nl/privacy-statement/>) applies.

17. App and Portal

- 17.1. Shuttel manages an App and Portal for the Card User.
- 17.2. By visiting and using this App and/or Portal the Card User accepts the applicability of these General Terms and Conditions.
- 17.3. The App allows the Card User to record his or her travel movements so that they can be used for declaration purposes. This does require that the Card User gives consent for the processing of location data (GPS location). This consent will be requested in the App. Shuttel's Privacy Statement provides more information on the processing of data when the option to register travel movements using the App is selected.
- 17.4. The Information in the App and the Portal is provided for general information purposes only and does not constitute advice or recommendations. Shuttel will make every reasonable effort to keep the information on the App and Portal and the content thereof accurate and up-to-date, but does not guarantee that the App/Portal, the Information, or both are free of errors, defects, malware, viruses, etc. or that the App/Portal, the Information, or both are accurate, complete and up-to-date.
- 17.5. Shuttel cannot be held liable for any damage resulting from the use of (or inability to use) the App and Portal, including damage caused by malware, viruses or any form of inaccuracy or inadequacy of the Information, unless such damage is the result of any wilful misconduct or gross negligence on the part of Shuttel or its executive staff. Furthermore, Shuttel cannot be held liable for damage resulting from the use of (or inability to use) electronic communications, whether or not in relation to the App and Portal, including but not limited to damage resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by external parties or by computer programs used for electronic communications and the transmission of viruses.
- 17.6. The Card User is responsible for the safe storage and use of the login details and passwords. The Card User is also responsible for the consequences of providing login details and passwords to third parties. Shuttel is not liable in the event of misuse of this information; the Card User bears the risk and liability for such misuse.
- 17.7. The Card User indemnifies Shuttel against all possible claims of third parties as a result of using the App and Portal. The Card User will reimburse Shuttel for all reasonable damages and costs (including but not limited to judicial and extrajudicial costs) incurred by Shuttel as a result of such claims.
- 17.8. The App and Portal may offer links to external websites. Shuttel cannot be held liable for the use and content of websites linked to or from this site. Shuttel's Privacy Statement does not apply to any processing of personal data on or via such external sites.
- 17.9. Unless otherwise indicated, all rights to the App and Portal and the Information, including copyrights and other intellectual property rights, are owned by Shuttel. Users are given consent to access the App and Portal and the Information, and to make copies for personal use (in the form of printing, saving, etc.). Any other use of the App/Portal or the Information, for example the storage or reproduction of any or all of the App/Portal in any external website, the creation of links, hypertext links or deep links between the App/Portal and any other internet site or any other use, is prohibited without the express written consent of Shuttel.
- 17.10. Shuttel is at all times entitled to modify the App and Portal, modify or delete data, restrict the use of the App and Portal or to deny the Card User access to the App and Portal, either in whole or in part and either temporarily or permanently.
- 17.11. Shuttel may make an upgrade for the App and Portal available. The upgrade then qualifies as the App and Portal within the meaning of the General Terms and Conditions.

18. Liability

- 18.1. The Card User is responsible and liable for the use of the Card.
- 18.2. Shuttel cannot be held liable for direct or indirect damage resulting from transport agreements or any other agreements with Service Providers. Shuttel bears no responsibility and/or liability whatsoever with respect to the performance of the Services, the conduct of the Service Providers and the accuracy and completeness of the information provided by the Service Providers, not even if that information can be consulted via the Shuttel website, the App or the Portal.
- 18.3. Shuttel makes every possible effort to ensure that the Shuttel card, the App and the Portal function properly. Shuttel uses third-party technologies to do so. Shuttel does not warrant error-free and uninterrupted functioning of the aforesaid Shuttel applications.
- 18.4. Shuttel is only liable for direct damage if such damage is caused by a failure that is attributable to Shuttel according to the law or according to generally accepted standards.
- 18.5. Shuttel is not liable for damage to items used by the Card User for a business or profession, damage as a result of a business stoppage, damage as a result of inability to perform a profession, or damage as a result of loss of profit, except in cases of intent or gross negligence.
- 18.6. You must report any damage to Shuttel immediately, and in any case within two months after the damage has arisen. If the report is made after this period, Shuttel will not pay, unless it is plausible that the damage could not have been reported earlier.

- 18.7. In the event of termination by Shuttel of the Agreement pursuant to the provisions of article 7 or blocking by Shuttel of a specific Shuttel card pursuant to the provisions of article 14.7, the Card User is obliged to compensate Shuttel in full and Shuttel is also entitled to compensation for all other costs and damages (including statutory interest) incurred as a result of the termination. In this case, Shuttel is entitled to discontinue all services with immediate effect.

19. Miscellaneous

- 19.1. If these General Terms and Conditions and the Agreement contain conflicting provisions, the provisions contained in the Agreement prevail. Only the Agreement may depart from these General Terms and Conditions.
- 19.2. All offers and Agreements will be governed exclusively by Dutch law.
- 19.3. All disputes that may arise as a result of the Agreement to which these General Terms and Conditions apply will be settled by the District Court for the Central Netherlands, Utrecht location.
- 19.4. The Dutch text of these General Terms and Conditions is the only authentic text. In the event of differences between the Dutch text and a translation into a foreign language, the Dutch text prevails.

Annex A: Model withdrawal form

Model withdrawal form

(complete and return this form only if you wish to withdraw the agreement)

To:

Shuttel

Stationsplein 1E

NL-3818 LE Amersfoort

I/We* hereby give notice that I/We* withdraw our agreement concerning

the sale of the following products: [identification of product]*

the delivery of the following digital content: [identification of digital content]*

the provision of the following service: [identification of service]*.

Ordered on*/received on* [date of order (if services) or receipt (if products)]

[Name of consumer(s)]

[Address of consumer(s)]

Signature of consumer(s) (only if this form is drafted on paper)

* Delete what does not apply or fill in what is applicable.