

## Terms and Conditions for using your XXImo Mobility Card with Google Pay

This important information relates to your use of XXImo Mobility Card with Google Pay. The following definitions apply to these terms and conditions:

“Card”	means the mobility card issued by XXImo FS to you, as defined in the Card Agreement;
“Card Agreement”	means the agreement entered into with XXImo FS stipulating the terms and conditions for use of the Card;
“Device”	means a device on which you use Google Pay;
“Google Pay”	means the digital payment services provided by Google;
“We” or “Us”	means XXImo Financial Service BV (“XXImo FS”);
“XXImo”	means XXImo Holding BV;

All definitions are referred to with a capital letter and, unless defined herein differently, shall have the same meaning as defined in the Card Agreement.

### 1. Protection and Security

The terms and conditions applicable to the Card set out certain steps you must take to keep your account and Card details secure. These terms and conditions also apply to the use of your Card with Google Pay. For example, but not limited to, you must do all you reasonably can to:

- not leave the Device unattended;
- use appropriate security on the Device, such as passcodes, passwords, fingerprint recognition and other unlock methods;
- if applicable, ensure you only register your own fingerprints and not anyone else’s;
- keep your log in details, such as user ID, passwords, passcodes and any other means you have to access the Device or the information stored on it confidential;
- use Google Pay in accordance with all applicable terms and conditions;
- delete all your personal and financial information from your Device in case your Device is sold, discarded, destroyed or in any way, either physically or not, out of your reasonable control;
- Contact us immediately in case your Device is stolen, lost or otherwise considered lost and/or you suspect any unauthorised use of your Device, or if your Device or security details have been compromised, lost or stolen. You should also suspend your Device by logging into your Google account.

## **2. Terms and Conditions**

When you use Google Pay, all agreements, terms and conditions between you and us will continue to apply. Transactions you make using Google Pay are governed by the Card Agreement, as well as any terms of use relating to Google Pay which you may agree to with Google.

Google Pay is provided by Google and we are not responsible to you for your use of it or for any service, information, software or hardware provided to you by Google or any other third party. We are not liable for any failures or faults, or any security, availability or performance issues, affecting or relating to Google Pay or your Device. We recommend that you read Google's terms and conditions for more information on these issues.

You may also have agreements with third parties in relation to your use of Google Pay, such as other financial services providers. We are not responsible for any agreements you enter into with these third parties.

## **3. Eligibility, Limits and Restrictions**

In order to use Google Pay you must use an eligible card.

The payment limits for the use of Google Pay reflect the limits of your Card which are set and/or known by your employer/Contract Holder. Please refer to your employer/Contract Holder for further details on applicable limits.

You may remove your Card from Google Pay at any time by following Google's procedures for removal. We must continue to process any Google Pay transactions on your Card outstanding at the time you remove it and you must still pay for such transactions.

## **4. Suspending or Cancelling Your Use of a Card**

There may be situations where we refuse to allow a Card to be added to Google Pay or cancel or suspend use of a Card to make purchases using Google Pay. We can do this for any reason and at any time, including where you are in breach of these terms or conditions or the Card Agreement, where your Card is blocked, cancelled or expired, where we suspect fraud, if you have an overdue or negative balance, if directed to do so by Google or the applicable Card network, or where we cannot sufficiently authenticate you or the Card. Google, XXImo (acting for XXImo FS) or a third party may also block, restrict, suspend, or terminate your use of Google Pay without reference to us, and we cannot be liable if this happens.

## **5. Using Personal and Other Information**

Your personal information is processed in accordance with our privacy policy in order to allow your Card to be used with Google Pay. You can see our privacy notice on our website (<https://xximo.com/legal>).

We share aggregated and anonymised information relating to the Card transactions with Google for this reason and in order for Google to improve and develop their technology. We do not share your identity or information relating to your individual transactions with Google and your Card network may also have terms which relate to how your personal information is used by them when you use Google Pay. We recommend that you read any terms the aforementioned parties provide you with.

## **6. We May Change the terms and conditions**

These terms and condition may change from time to time, and we will notify you as set out in the Card Agreement, after which the continued use of your Card with Google Pay will mean that you have accepted them. By using the Card with Google Pay, you agree to any updated terms and conditions. Should you not agree with the updated terms and conditions, you should remove your Card from Google Pay following Google's procedures for removal.