

Terms and Condition for using your XXImo Mobility Card with Apple Pay

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

“Apple Pay”	means the digital payment services of Apple;
“Card”	means the mobility card issued by XXImo FS to you;
“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 Apple Pay;
“We” or “Us”	means XXImo Financial Services BV (“XXImo FS”) or XXImo Holding BV (“XXImo”) on our behalf; “You” or “Your” refers to the user of the Card with Apple Pay.

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 Apple 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 Apple Pay in accordance with all terms and conditions applicable;
- 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 as 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 Apple account.

2. Terms and Conditions

When you use Apple Pay, all agreements, terms and conditions between you and us will continue to apply. Transactions you make using Apple Pay are governed by the applicable

Card terms and conditions, as well as any terms of use relating to Apple Pay which you may agree to with Apple.

Apple Pay is provided by Apple and we are not responsible to you for your use of it or for any service, information, software or hardware provided to you by Apple 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 Apple Pay or your Device. We recommend that you read Apple's Apple Pay terms and conditions for more information on these issues.

You may also have agreements with third parties in relation to your use of Apple 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 Apple Pay you must use an eligible card and meet all the other eligibility requirements.

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

You may remove your Card from Apple Pay at any time by following Apple's procedures for removal. We must continue to process any Apple 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 Apple Pay or cancel or suspend use of a Card to make purchases using Apple Pay. We can do this for any reason and at any time, including where you are in breach of the remainder of this 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 Apple or the applicable Card network, or where we cannot sufficiently authenticate you or the Card. Apple, XXIMO or a third party may also block, restrict, suspend, or terminate your use of Apple 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 Apple Pay. You can see our privacy notice on our website (<https://www.xximo.com/privacy>).

We share aggregated and anonymised information relating to the Card transactions with Apple for this reason and in order for Apple to improve and develop their technology. We

do not share your identity or information relating to your individual transactions with Apple and your Card network may also have terms which relate to how your personal information is used by them when you use Apple 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 Apple Pay will mean that you have accepted them. By using the Card with Apple 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 Apple Pay following Apple's procedures for removal.