

## MOBILITY CARD HOLDER USER AGREEMENT

### The undersigned,

1. **Example Employer**, a **[legal structure]** incorporated under the law of **[Country]**, having its statutory registered office at **Example street 1** in **(1111 AA) Example**, herein legally represented by its managing director, **[Mr/Ms] A. Example**, and hereinafter referred to as: the "**Employer**";  
  
and
2. **[Mr/Ms] B. Example Employee** of **Example street 1** in **(1111 BB) Example** and hereinafter referred to as: the "**Employee**"

Hereinafter jointly referred to as: "**the Parties**".

### Definitions

In this User Agreement the following definitions, always indicated with a capital, have the following meaning:

- Customer Agreement:** the agreement between the customer (Employer) and XUKL or reseller (as relevant) based on which XUKL or the Reseller (as relevant) provides the Service to the Employer;
- Card Company:** issuer of payment cards IDTFS);
- Reseller:** a distributor of XUKL's Services. As a distributor, the Reseller is entitled to (re)sell these Services to its customer (Employer);
- Service:** the XUKL services relating to the management and the financing of Mobility Services;
- User Agreement:** this agreement;
- XUKL:** XUKL, with its office at 2 Blagrove Street, Reading, RG1 1AZ, registered in the Companies House under number 14337774.

### Article 1. Services provided and scope of application of this user agreement

- 1.1 This User Agreement applies between the Parties from the moment the Employee is given access to the web portal (the private section of the XUKL or Reseller website on which the Employee and the Employer can download and view reports) or, if that moment is sooner, from the moment the Employee has a Mobility Card at their disposal.
- 1.2 Information on the term of validity of the Mobility Card, provision of the Mobility Card, as well as the activation process, Mobility Card acceptance network and the process of replacing the Mobility Card is available from the Employer and/or on the XUKL and/or Reseller website.
- 1.3 This User Agreement is entered into between Employer and Employee as required by the provisions of the relevant Customer Agreement.

### Article 2. General provisions

- 2.1 The Employee must obtain and use the Mobility Card, the username provided by XUKL and the PIN number and password selected by the Employee with due care.
- 2.2 The Mobility Card, PIN number, username and password are strictly personal. This means that only the Employee shall be entitled to use the Mobility Card, PIN number, username and password. Moreover, the Employee shall only be entitled and authorised to use the Mobility Card, PIN number, username and password on their own behalf in the capacity as Employee employed by the Employer. The Employee shall be explicitly prohibited from placing the Mobility Card, PIN number, username and password at the disposal of any person other than themselves in any way whatsoever, either actively or passively. Such other person also includes: partner, family members, friends, housemates, colleagues, employees of acceptors (i.e. providers of mobility services) and visitors of the Employee.

- 2.3 The Mobility Card shall remain the property of the Card Company (issuer of payment cards s). Neither the Employer nor the Employee may change the Mobility Card or copy it.
- 2.4 The Mobility Card , PIN number, username and password provided by or on behalf of XUKL or the Reseller may only be used for the purposes for which they were provided and for the mobility services for which the Employee is authorised.
- 2.5 If XUKL and/or the Reseller, under the terms of the Customer Agreement, must perform an act or provide information to the Employer on behalf of the Employee, the Employer shall on behalf of the Employee accept this as performed or provided as soon as XUKL and/or the Reseller has performed the act or provided the information to the Employer's customer administrator. The customer administrator is the Employer, or a person appointed by the Employer responsible for the management of the Mobility Card(s) (s).

### **Article 3. Using the Mobility Card and PIN number**

- 3.1 The Employee undertakes to handle the Mobility Card, PIN number, username and password with due care.
- 3.2 The Employee must take all measures necessary to guarantee the security of the Mobility Card and to prevent unauthorised use of the same.
- 3.3 The Employee must have the Mobility Card blocked if there is reason to do so. In that framework, the Employee must keep informed of the instructions provided by XUKL and/or the Reseller, for instance to prevent fraud with the Mobility Card and PIN number.
- 3.4 The Employee shall always have a duty to ensure that their PIN number is kept secret. This obligation of secrecy also applies towards the partner, family members, friends, housemates, colleagues, employees of acceptors, and visitors of the Employee.
- 3.5 The Employee shall be obligated to keep and use the Mobility Card and PIN number always safely and carefully. The Employee may not write the PIN number on the Mobility Card or keep a note of the PIN number with the Mobility Card.
- 3.6 The use of the Mobility Card are also governed by all general terms and conditions of acceptors whose mobility services the Employee uses and of the Card Company or Companies.
- 3.7 In so far as possible, all of the Employee's obligations and the instructions provided on the use of the Mobility Card and the PIN number shall also apply to keeping and using the username and password.

### **Article 4. Action in the case of misuse**

- 4.1 The Employee must have the Mobility Card blocked immediately via the reporting centre on the XUKL and/or Reseller website if:
  - a. the Mobility Card has been stolen or the Employee suspects it has been stolen;
  - b. the Employee has lost the Mobility Card lost or does not know where they have left the Mobility Card ;
  - c. the Employee does not get the Mobility Card back after use, for instance because it has been swallowed by a point-of-sale terminal;
  - d. the Employee finds that one or more transactions have been conducted with the Mobility Card by others than the Employee themselves, for instance by means of a check via the web portal;
  - e. the Employee knows or suspects that someone else knows or has seen their PIN number;
  - f. the Employee has doubts concerning the security of their Card or PIN number for some other reason.
- 4.2 If the Employee gets or finds the Mobility Card back after the notification, the Employee may no longer use it and must, in the case of a Mobility Card, destroy it and, in the case of a, return it the Employer. XUKL
- 4.3 In the event of (damage due to) misuse (i.e. fraud with and/or loss or theft or loss of management of the Mobility Card, PIN number, username or password) of the Mobility Card, the Employee must report this to the police. The Employer must be able to present a copy of the relevant official report should XUKL or the Reseller (as relevant) request the same.

- 4.4 The Employee must take into consideration that XUKL's partners may arrange for the use of a specific Card to be blocked in the event that there is any question of its misuse (or any suspicion of this) or of it being technically defective, or should this be required for the purposes of security, protection and/or ensuring that the relevant Mobility Service operates properly.
- 4.5 The Employee must report a (suspicion of a) defective Mobility Card via the reporting centre on the XUKL or Reseller website.

#### **Article 5. Personal data**

- 5.1 By signing this User Agreement, the Employee declares that they consent to the privacy statement, which may be found on the XUKL or Reseller website.

#### **Article 6. Intellectual property rights**

- 6.1 The intellectual property rights on all XUKL Services, mobility services and accessories (including the web portal and the Mobility Card) are the property of XUKL or of the third party from whom XUKL has received the right to put (some of) these (mobility) services at the disposal of the Employer and/or its customers and/or Employees.
- 6.2 The Employee must not infringe in any way on the intellectual property rights as referred to in 6.1 or be involved in such infringement, either actively or passively. Infringement also includes (attempts to) adjust, change, bypass, prevent the operation or the availability of the software for the Services, the application(s) made available, the security measures of the public transport chip, the web portal and/or the Management Platform (private section on the XUKL or Reseller website where the Employer and/or customer administrator can administer and manage the use of the mobility services) for unauthorised use of the Mobility Card .

#### **Article 7. Liability**

- 7.1 The Employee shall be prohibited from damaging, modifying, otherwise using (or arranging for this to be done) the Mobility Card and/or the other than using it as the Employee is authorised to do so.
- 7.2 In so far as is permitted within the confines of the law, the Employee shall be entirely liable for any damage or loss, howsoever it may be caused, suffered in connection with the use and/or misuse of the Mobility Card , PIN number, username and password in relation to XUKL, the Reseller, the Employer, the customers and/or any third parties. "Loss" is deemed to refer to any direct or indirect loss, such as consequential loss or loss of earnings, with the exception of liability for any direct loss which is caused by an attributable failure on the part of XUKL or Reseller (as relevant) to comply with the Customer Agreement.
- 7.3 The Mobility Card provided by XUKL or the Reseller may not be replicated, modified and/or copied in any way. The Employee shall indemnify XUKL, the Reseller, the Employer, the customers and/or third parties in relation to any loss which is caused by the Employee replicating, modifying and/or copying the Mobility Card or as a result of any behaviour for which the Employee can be held to be culpable.
- 7.4 The Employee shall not be entitled to indemnification or other compensation in relation to the inability to use the Mobility Card, regardless of the cause.
- 7.5 The Employee cannot hold XUKL and/or the Reseller liable in any way for the information provided by the Card Company or Companies and acceptors, the performance and availability of the mobility services and the functioning of the Mobility Card .
- 7.6 Nothing in this agreement excludes or limits the liability of either Party for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or for any other loss that cannot lawfully be limited or excluded.

**Article 8. Termination of use**

- 8.1 The Employee shall be obligated to immediately cease using the Mobility Card, PIN number, username and password as soon as the employment agreement based on which the Mobility Card may be used is terminated or at the moment the Employee is no longer authorised to use the Mobility Card under the terms of the employment agreement.
- 8.2 The Employee shall be obligated to immediately cease using the Mobility Card, PIN number, username and password if the Employer indicates this because of termination of the Customer Agreement between XUKL / the Reseller and the Employer and/or the employment agreement between the Employee and the Employer.
- 8.3 The Employee shall immediately cease using the Mobility Service when the Employer, XUKL and/or the Reseller indicate the same. This User Agreement terminates if the relevant Customer Agreement terminates for any reason. Under no circumstances shall the Employee acquire a claim (for compensation or ongoing supply) against the acceptor who provides the relevant mobility service (or no longer does so) upon the termination of that mobility Service or while they are being provided.
- 8.4 Any form of continued use after a cessation deadline stipulated in this article shall be deemed to constitute misuse, for which misuse and any resultant loss suffered by the Employer and any other party (for example the Employee, XUKL, the Reseller or acceptors) the Employee shall be fully liable.
- 8.5 The Employee shall be obligated to immediately destroy the and/or return to XUKL or the Reseller at the end of the authorisation or possibility to use the Mobility Card.

**Article 9. Third-party clause**

- 9.1 Except as set out in this Article 9, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 9.2 XUKL or Reseller, being the relevant counterparty to the Customer Agreement, may enforce and rely on this User Agreement to the same extent as if such named as a Party to this User Agreement.

**Article 10. Governing law and jurisdiction**

- 10.1 This agreement shall be governed by and construed in accordance with the law of England & Wales.
- 10.2 The parties agree that the courts of England have non-exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this agreement, its subject matter or its formation (including non-contractual disputes or claims).

**Article 11. Final clause**

The Employer shall have the power to amend or cancel this user agreement unilaterally in the event that XUKL or the Reseller (as relevant) renders it mandatory for the Employer to do so pursuant to the Customer Agreement or this is necessary for some other reason.

Signed in [place] on [date].

Example Employer

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Name  
Job title

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Example Employee