

TERMS AND CONDITIONS OF USE OF XUKL SERVICES

These Terms and Conditions of Use apply to the XUKL mobility service.

Article 1. Definitions

In these Terms and Conditions of Use the following concepts, always indicated with a capital, have the following meaning:

Addendum:	the addendum with these Terms and Conditions of Use;
Agreement:	the agreement between Customer and XUKL based on which XUKL provides the Service to the Customer and of which these Terms and Conditions of Use form a part;
Application:	an application that allows Card Holders to plan and organise their travel time;
Card:	a payment and / or identification means issued by or on the request of XUKL, such as but not limited to a card, token, payment option in app, payment card and / or public transport chip card;
Card Holder:	the natural person indicated by the Customer who is entitled to use components of the Service and with the Card is able to use Mobility Services;
Card Company:	issuer of payment cards IDTFS, IDT Financial Services Limited, a company incorporated in Gibraltar with registered address at 57-63 Line Wall Road, Gibraltar, and acting as a bank, regulated by the Gibraltar Financial Services Commission;
Credit Balance:	a balance paid in advance by the Customer or Card Holder to the Card Company, expressed in euros, for use of the Mobility Services;
Customer:	the natural person acting in the exercise of a job or company or the legal entity who reached an Agreement with XUKL for the purchase of a Service;
Management Platform:	secure part of the Website where the Customer is able to manage the use of the Mobility Services of the Card Holders;
Mobility Services:	services offered by the Partners;
Partner:	a partner with whom XUKL has reached an agreement for the purchase of Mobility Services by the Customer;
Retailer:	company or institution that accepts the Card as payment instrument;
Service:	the XUKL services relating to the management and the financing of Mobility Services;
Terms and Conditions of Use:	these general terms and conditions, regardless of the format in which they are provided;
Webportal:	secure part on a website on which the Card Holders and Customer are able to download and view reports;
Website:	the website www.xximo.com/uk-en/ ;
XUKL:	XUKL 2, Blagrove Street, Reading, England, RG1 1AZ registered in the Companies House under number 14337774

Article 2. Application Terms and Conditions of Use and Agreement

- 2.1 These Terms and Conditions of Use apply to all quotes and Agreements relating to the provision by XUKL of the Services the Customer, regardless of whether they were verbal, in writing, electronically or any other format. The Terms and Conditions of Use also apply to any later Agreements between XUKL and the Customer, unless explicitly agreed otherwise in writing.
- 2.2 All quotes made by XUKL are without obligation and can be revoked at all times by XUKL before the Agreement has been reached. Agreements are reached when XUKL has accepted the Customer's registration by means of a written or electronic confirmation. XUKL is entitled at all times to refuse a Customer without specifying any reason.
- 2.3 The Customer is not entitled to transfer the rights and obligations arising from the Agreement to a third party, unless explicitly agreed otherwise in writing by the Customer and XUKL.

Article 3. Services

- 3.1 For the term of the Agreement, XUKL shall provide the Services in accordance with the agreed specifications The Service comprises, but not solely, granting access to the Webportal and the Management Platform and providing the agreed Cards.
- 3.2 XUKL shall ensure the Customer has access to the Management Platform, the Webportal and the offered Application and that the Customer is able to purchase Mobility Services from the Partners with the Card. XUKL cannot be held liable for the actions, or lack thereof, of Partners, the Card Company and Retailers.
- 3.3 All delivery times specified by XUKL have been determined to the best of their knowledge based on the information known to XUKL when the delivery time was specified. Exceeding the terms of delivery once does not mean XUKL is in default and is not a breach of this Agreement.

Article 4. Management Platform and Webportal

- 4.1 Within the context of the Service, XUKL provides a URL of the Management Platform and the Webportal to the Customer, as well as an access code and password with which the Customer and/or the Card Holders have access to the Management Platform and the Webportal.
- 4.2 Via the Management Platform the Customer will manage its own use of Cards and Mobility Services as well as the Card Holders' use of Cards and Mobility Services. The Customer can also give the Card Holders access to a secure part of the Management Platform by giving them an access code and password. Card Holders can use this access to view their use of the Mobility Services. The access codes and passwords are strictly personal and the Customer must ensure they are treated confidentially.
- 4.3 The Card Holder can download the Application via the Webportal. Supplementary terms and condition of use apply to the use of this Application. They are available and can be requested on the Website. By downloading the Application, the Customer and the Card Holder in question agree with the applicability of these supplementary terms and condition of use.
- 4.4 The Customer guarantees that it, as well as the Card Holders, shall only use the Management Platform, the Webportal and the Application for the purchase of the Service and for own, internal usage and that they will respect all supplementary guidelines and terms and conditions (of use). The Customer is liable for all the use, and the costs thereof, of the Management Platform, Webportal and the Application via the access codes and passwords given to the Customer and the Card Holders and is obliged to carefully handle the access code(s) and password(s) and to protect them against unauthorised use.
- 4.5 XUKL does not guarantee that the Management Platform, the Webportal and the Application can be used at all times without interruption or is error-free.

Article 5. Requests and use of Cards

- 5.1 Via the Management Platform the Customer can request Cards for its Card Holders at XUKL. The Customer must completely fill out the application form in question for this.
- 5.2 Via the Management Platform, the Customer can request a prepaid facility for on the Card in question. This request will be forwarded directly to the Card Company in question. The Card Company is at all times entitled to refuse a request for motivated reasons and XUKL makes no warranty or commitment in relation to the Card Company's acceptance of such request.

- 5.3 If the Card Company accepts the request, the Customer shall enter into an agreement with the Card Company to obtain the prepaid facility. The Card Company's general terms and conditions apply to this relationship but do not form a part of this Agreement. The Card Company's general terms and conditions are specified on [the Website](#). The Customer agrees with the content of these terms and conditions and its applicability on the agreement with the Card Company and the use of the prepaid facilities of the Card.
- 5.4 Subject to conclusion of an agreement between the Customer and the Card Company, XUKL will produce the Card based on the data supplied by the Customer and the Card Company and send it to the Customer, unless explicitly agreed otherwise in writing. The Card is and remains the property of the Card Company.

Article 6. Postpaid Card

- 6.1 The Card shall be issued on a postpaid basis. The Customer shall pay for the use, transactions, and all other costs related to the use of the Card no later than the end of the calendar month after the relevant transactions occur .
- 6.2. For the provision of the Services, the Customer will pay the fees in accordance with the Agreement. Unless otherwise agreed in the Agreement or in writing between the parties, the Customer will also pay the following:
- (a) VAT and other turnover tax and incidental costs and expenses; and
 - (b) other incidental or one-off costs as may be agreed in writing between the Parties.
- 6.3 The Customer agrees that transactions occurring after termination or expiry of the Agreement (prior to its returning the Cards) will also be subject to the terms of the Agreement including the associated fees due..
- 6.4 The Customer shall not apply a discount to, suspend payment of or set-off any amount that it owes or will owe to XXImo under the Agreement or as otherwise agreed in writing between the Parties.
- 6.5 If any amount owed by the Customer on the basis of the Agreement has not been received by XXImo on the bank account as indicated on the respective invoice by the due date at the latest, the Customer shall, without any notice of default being required, be in default. XXImo may charge an interest of [•] % per month on the outstanding amount from the due date of the invoice until the date of receipt of payment in full, whereby a part of a month is counted as a full month. Where Customer is in default, Customer shall indemnify XXImo for all costs, judicial and/or non-judicial, that XXImo has incurred for the collection of the due amounts.
- 6.6 If any amount owed by the Customer on the basis of the Agreement has not been paid by the due date at the latest, XXImo reserves the right to suspend the Services until all outstanding amounts (including interest, costs and the costs in accordance with Article 6.5) have been paid in full. The costs of suspending and reactivating the Services will always be borne by the Customer. XXImo shall not be liable for any losses, costs, or damages, Customer may incur, whether directly or indirectly, resulting from the suspension of the Services due to late or non-payment by Customer, for whatsoever reason, to XXImo.

Article 6. Prepaid facility

- 6.1 Only if agreed between the Customer and the Card Company, the Card has a prepaid facility.
- 6.2 In case of a prepaid facility, the Customer shall ensure that the Credit Balance always amount to at least the agreed minimum amount. The money is withdrawn from the agreed bank account to raise the amount on the card when the balance is below minimum. The Customer is obliged to grant the Card Company an authorisation for the automatic transfer. The Customer must furthermore ensure that the bank account, from which the Credit Balance is automatically transferred, has a sufficiently high balance. If an automatic transfer unexpectedly does not go through, the Customer may be charged a sum to the amount of GBP 5.00 for the administrative costs.
- 6.3 XUKL shall not be liable for any failure by Customer to comply with Card Company's terms or requirements nor Card Company's failure to make such services available to Customer.

Article 7. Mobility Services

- 7.1 Using the Card, the Customer (for the Card Holders) is able to order and purchase agreed Mobility Services from the Partners. A list of Partners has been specified on the Website. XUKL is at all times entitled to change the list of Partners in circumstances including but limited to the termination of the agreement between a Partner and XUKL. The Mobility Services and the Partners, and possible changes, are notified via the Website.
- 7.2 The Customer shall always, as described on the Website, enter into an agreement for the Mobility Service with the Partner in question. The Partner in question's general terms and conditions apply to this mobility agreement. For your information XUKL included the general terms and conditions of the different Partners on the Website. XUKL cannot be held liable for the (non-)observance of any agreement between Customer and any Partner.
- 7.3 The amounts owed by the Customer for the purchased Mobility Services by the Customer itself and its Card Holders, shall be invoiced to the Customer by XUKL. The invoiced amounts shall be, via an automatic transfer, paid directly to the Card Company by the Customer.

Article 8. Provision of invoice

XUKL sends a monthly invoice to the Customer via the Management Platform. This invoice includes the following amounts:

- owed amounts for the purchased Mobility Services;
- owed amounts for the purchase of the Service.

The information in XUKL's administration shall be used for the invoice.

Article 9. Obligations of the Customer

- 9.1 The Customer acknowledges that all obligations arising from these Terms and Conditions of Use and the conditions of the Card Company shall also be imposed on the Card Holder. Under no circumstance can the Customer give undertakings or guarantees that go further than the Agreement and the Terms and Conditions of Use provided by XUKL. At XUKL's request the Customer shall send a copy of the agreements with the Card Holder relating to the use of the Service to XUKL.
- 9.2 The Customer must immediately notify all possible complaints of Card Holders relating to the Cards to XUKL in order to discuss the steps the Customer can take to handle the complaints.
- 9.3 The Customer shall not provide Cards to Card Holders of which it knows or suspects that they are involved in fraudulent practices and it shall oblige the Card Holders to take the necessary measures to prevent theft, loss or damage of - or fraud with the Cards.
- 9.4 The Customer takes care that all data and information (including bank details and mutations thereof) required for the provision of the Services are correct and complete and are provided within the terms specified by XUKL or the Card Company and in the agreed way to XUKL and the Card Company respectively and comply with the agreed (technical) requirements.

Article 10. Intellectual property rights

The intellectual property rights to all Services (including the Application, Webportal, Management Platform and the Cards), including any relevant documentation, which XUKL makes available under the Agreement remain with XUKL or the third party from whom XUKL obtained the right to make (part of) these Services available to the Customer. During the term of the Agreement XUKL grants the Customer a revocable, non-exclusive and non-transferable right to use the Service within its company and for the agreed objectives.

Article 11. Fee and payment

- 11.1 For the provision of the Service, the Customer owes XUKL the fees as agreed in the Agreement. All fees owed to XUKL are, in so far not explicitly specified otherwise, in euros, exclusive of VAT and other levies. XUKL is entitled to demand advance payment of the owed fees from the Customer. XUKL is entitled to annually index the fees for the Service and to change this fee by adding this supplement. This change will be notified to the Customer in writing two months before it is implemented.
- 11.2 The Customer is obliged to provide an (ongoing) authorisation for automatic transfer for all fees owed to XUKL relating to the Agreement. If an automatic transfer does not go through GBP 5.00 (five pounds) is charged to the Customer for administrative costs.

- 11.3 If the Customer opts for having the balance of the Card transferred to a bank account, GBP 20.00 (twenty pounds) is charged to the Customer for administrative costs.

Article 12. Liability

- 12.1 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.
- 12.2 Subject to clause 12.1, XUKL's liability for attributable shortcomings or unlawful actions is, whilst at all times limited and excluded to the extent set out in the Agreement, limited to the amount specified by XUKL's third-party insurance in that specific case, to be increased with the amount of the deductible.
- 12.3 If XUKL's third-party insurance in a specific case regardless of reason does not provide any coverage, or the damage in question is not covered by insurance, XUKL's liability is limited to an amount of at most the total payments the Customer made to XUKL over a period of six (6) months prior to the event from which the liability arises for the purchase of the Service, with a maximum amount of GBP 20,000.00 (twenty thousand pounds) per event, and whereby a series of events is considered as one event.
- 12.4 XUKL shall not in any circumstances be liable, whether in tort, contract, misrepresentation, or otherwise, for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, including loss of profits, loss of opportunities, loss of goodwill, or loss of data.
- 12.5 Every claim for damages against XUKL expires, except those accepted by XUKL, by the simple lapse of six months after the Customer discovered the damage or in all reasonableness should have discovered.

Article 13. Objection against execution of the Service and corresponding payment

If the Customer is of the opinion that the Service provided by XUKL, or the charged amount, does not comply with what the parties agreed, the Customer must notify XUKL of this in writing within 30 (thirty) days after provision, or 30 (thirty) days after the moment when the Customer in all reasonableness should have known about the determined shortcoming, failing which the Customer is unable to submit any claims.

Article 14. Non-disclosure

- 14.1 During the term of the Agreement and a period of 5 (five) years after termination, each party shall not disclose any confidential information it received about (the company of) the other party unless it has written permission to do so or such information has otherwise been made public. The parties shall also impose this obligation on their employees as well as any contracted third parties in pursuance of the Agreement between the parties and any other party with whom they share such confidential information.
- 14.2 Information is confidential from the moment it is indicated as such by one of the parties or should reasonably be considered to be confidential in a commercial context.

Article 15. Suspension

XUKL is entitled to wholly or partly suspend the performance of the Agreement if the Customer and/or the Card Holder fail to respect the obligations of these Terms and Condition of Use arising from this Agreement.

Article 16. Term and termination

- 16.1 The Agreement is entered into between the parties for the agreed term, failing which a term of 3 (three) year applies. After this term the Agreement is always automatically extended for a term of 1 (one) year, unless the Agreement was terminated by one of the parties in writing at most 6 (six) months before the end of the current term.
- 16.2 Either party is entitled to terminate the Agreement immediately in writing if the other party breaches a material obligation in this Agreement and the breach, after properly receiving a written notice of the breach, is not remedied within 14 days.
- 16.3 XUKL is entitled to terminate the Agreement with immediate effect, without requiring any notice of default and without XUKL being liable for damages vis-à-vis the Customer because of this, if:

- the Card Company refuses to reach an agreement with the Customer,
- the Customer is granted provisional or final suspension of payment,
- legal debt restructuring is applicable to the Customer;
- the Customer's bankruptcy has been requested or pronounced;
- the Customer's company is liquidated or terminated.

All this is without prejudice to XUKL's right to compensation for the suffered damage following the premature termination of the Agreement.

- 16.4 Termination of the Agreement does not discharge the Customer from any payment obligation for services already provided by XUKL, unless XUKL is in default regarding a particular Service. Amounts that XUKL already invoiced prior to the termination regarding the execution of the Agreement are immediately due and payable at the time of the termination.
- 16.5 XUKL will be entitled to terminate (1.) the Agreement with the Customer or the Card Holder's right of use, and/or (2.) to block (part of) and/or limit access to the Service(s) if:
- a. a Customer or Card Holder restricts or impedes the processing of personal data by XUKL in any way, which includes the exercise of the rights granted to the involved parties under the General Data Protection Regulation, from the moment the restriction is effective; and
 - b. XUKL has reasonable grounds to do so; or
 - c. the processing by XUKL is required (1.) on a statutory basis; or (2.) for the performance of an agreement, or (3.) on the grounds of a legitimate interest of XUKL.

Article 17. Final provisions

- 17.1 XUKL may, without the prior consent of Customer, pledge, assign or otherwise transfer receivables and/or future receivables to another party. The Customer already agrees to XUKL passing on of any confidential information which is necessary for the enforcement of the assigned claim for the third party.
- 17.2 If any provision of these Terms and Conditions of Use is invalid or declared void, the other provisions of these Terms and Conditions of Use shall remain in force.
- 17.3 The Terms and Conditions of Use can be modified by XUKL. The change shall be notified via the Website or in another way to the Customer. If the Customer does not want to accept the change, it is entitled to terminate the Agreement in writing within 30 days after the notification on the date on which the change will take effect.

ADDENDUM 1 IDT Financial Services Limited XXIMO Terms and Conditions United Kingdom