

Terms of Use

Radiuz

1. General

- 1.1. Radiuz Nederland B.V. (Radiuz) has a mobility solution that provides access to various mobility services.
Your employer/client uses the services of Radiuz. At the request of your employer/client, you will receive a personalized or non-personalized Radiuz Card (hereinafter: 'Radiuz Card') and/or access to the Radiuz App and/or the Radiuz Portal. In these terms of use we explain, among other things, the possibilities that the Radiuz Card, the Radiuz App and the Radiuz Portal offer you, what the rules are for the use of the Radiuz Card, the Radiuz App and the Radiuz Portal and what Radiuz uses your personal data for. Your employer/client may impose further conditions on the use of the Radiuz Card, the Radiuz App and/or the Radiuz Portal.
- 1.2. No rights can be derived from the availability of the Radiuz Card, the Radiuz App and the Radiuz Portal by Radiuz. Radiuz has no independent obligation to you other than as set forth in these terms of use.
- 1.3. Use of the Radiuz Card, the Radiuz App and the Radiuz Portal is permitted after acceptance of these terms of use.
- 1.4. These terms of use may be amended unilaterally by Radiuz. You will receive at least 14 days notice via personal communication in the event of a change. If you do not agree to a change, you must notify us in writing or by e-mail to servicedesk@radiuz.nl within 14 days.
- 1.5. The Radiuz-Card and/or the Radiuz-App facilitates access to / and reimbursement of various mobility services that you as a User can use. Your employer/client determines under which conditions and which mobility services you can make use of.

2. The Radiuz Card and Radiuz App

- 2.1. The Radiuz card provided by Radiuz can be a public transport chip card. In that case the card is and remains the property of Trans Link Systems B.V. (hereinafter: 'TLS').
- 2.2. You must handle the Radiuz Card carefully and use it only for the purpose for which it is intended and in accordance with these terms of use.
- 2.3. It is not allowed:
 - a) To damage, alter or other use of the Radiuz-Card, other than the permitted use in accordance with these terms of use;
 - b) reproduce, publish or cause to be published, modify or cause to be modified, circumvent or otherwise hinder the operation of the security measures on the Radiuz-Card, including the electronic security measures, for the purpose of unauthorized use;
 - c) provide the opportunity to perform the acts referred to under (a) or (b) above.
- 2.4. The right to use the mobility services provided by/via/on behalf of Radiuz and thus the use of the Radiuz Card, the Radiuz App and the Radiuz Portal ends in the following cases:

- a) at the moment that the cooperation between your employer/client and Radiuz with regard to the use of the Radiuz Service ends;
 - b) at the request of your employer/client;
 - c) if an important interest justifies it, for example in case of (suspected) abuse of or fraud with the Radiuz Service;
 - d) at your request and after Radiuz has received your Radiuz Card back;
 - e) if you indicate in writing that you do not agree to a change in the service offered by Radiuz and/or a change to these terms of use;
 - f) after written notice of termination by Radiuz, with a notice period of 2 months;
 - g) if for any other reason Radiuz cannot reasonably be required to maintain the right of use.
- 2.5. Radiuz has the right to terminate your right to use the Radiuz Card, the Radiuz App and the Radiuz Portal with immediate effect:
- a) if you do not comply with and/or contravene these terms of use;
 - b) if you do not behave in accordance with the terms and conditions of the relevant mobility provider or in accordance with what may be expected of a diligent person at/in the mobility services to which the Radiuz Card or Radiuz App gives you access.
- 2.6. When the technical validity period of the Radiuz Card expires (e.g. after five (5) years) or when Radiuz blocks the Radiuz Card after notification of loss or theft, it is no longer possible to use the relevant Radiuz Card and, in principle, a replacement Radiuz Card is provided.
- 2.7. It is not allowed to use the Radiuz-Card after termination of the right of use.
- 2.8. In the event of termination of the right of use of (the relevant) Radiuz Card for any reason whatsoever, you must return this Radiuz Card to Radiuz immediately. All contact information can be found on Radiuz' website (www.radiuz.nl). Radiuz may impose a fine on your employer/client if you do not hand in the Radiuz Card or do not hand it in on time.
- 2.9. If your Radiuz Card has OV-Chip card functionality, it is possible to upgrade it yourself. However, the balance with which you have upgraded the OV-Chip card will under no circumstances be refunded or paid out. This also applies if the Radiuz card - for whatever reason - cannot and/or may not be used anymore.
- 2.10. Radiuz makes its Radiuz-App available to Users with the utmost care. However, the effectiveness of the mobile applications and the quality of the advice also depends on the software used by your cell phone or tablet, internet access and the presence of (sufficient) GPS satellites. Visitors cannot derive any rights from the rates stated on the mobile applications. Visitors are not permitted to modify, copy, damage, overload, hinder, disable or hinder the use and functioning of the mobile applications. Commercial use of data from and/or displayed on the mobile applications is not permitted unless prior permission has been obtained from Radiuz.
- 2.11. Automatic updates Software
The Software may communicate with Radiuz servers to check for updates to the Software. Updates include: improved functionalities, patches, bug fixes, plug-ins. User agrees to receive and install automatic updates of the Software.
- 2.12. Intellectual Property Rights
The Intellectual Property Rights relating to the Software and all content are and remain vested in Radiuz or its licensors. The User shall refrain from any action that infringes, obstructs or endangers the Intellectual Property Rights of Radiuz and its licensors.
- 2.13. Radiuz is never liable for any form of direct or indirect damage resulting from or related to the installation (downloading) and / or use of the Radiuz-App or the impossibility to install or use it. Radiuz is not liable for the loss of user data.

2.14. In case it would be established in court that Radiuz is not entitled to appeal to the limitation of liability as formulated in article 2.13, the liability of Radiuz, on whatever grounds, towards the User as a result of or related to the installation and/or use of the Software is limited to an amount of EUR 500,00.

In no event shall Radiuz be liable for any indirect damage suffered by the User. Indirect damage includes but is limited to damage as a result of business interruption, system/computer failures, pandemic, loss of data and loss of profit and turnover. The above limitations of liability do not apply if the damage is the result of intent or willful recklessness of the managers of Radiuz.

User indemnifies Radiuz against all claims by third parties, on any grounds whatsoever, for compensation of damages, costs or interest, related to or arising from any use that User makes of the Software.

2.15. By downloading the Radiuz-App, User declares and understands the following:

- the use and installation of the Software is entirely at the expense and risk of the User
- the Software is provided "as is" to the User without warranty of any kind;
- Radiuz does not guarantee that the Software will meet User requirements;
- Radiuz does not guarantee that the Software will be free of errors, bugs, viruses;
- Radiuz does not guarantee that the Software is reliable;
- Radiuz does not guarantee that the security of the Software is adequate or adequate;
- Radiuz does not guarantee that the Software will be modified in case of dysfunction or bugs;
- downloading any material through the Software is done at the User's own expense and risk.

However, Radiuz will always endeavor to match the Software to the User's wishes and requirements, to make it securely available free of errors, bugs and viruses - reliably - and to adapt it if necessary and possible within a reasonable period of time. If this is not possible, Radiuz will inform the User accordingly.

3. Collection, use and processing (personal) data

3.1. Radiuz is careful with the (personal) data. In doing so, Radiuz complies with the applicable legislation. More information about the processing of your personal data by Radiuz, is mentioned in our Privacy Statement. This Privacy Statement can be found at www.radiuz.nl/privacy/. Upon request we will also send it to you.

4. Invoicing use mobility services

4.1. Radiuz periodically sends your employer/customer an invoice for the cost of using the purchased mobility services with your Radiuz Card or the Radiuz App. All other costs incurred or caused by User by the provider of the mobility service will be invoiced by Radiuz to your employer/customer on a one-to-one basis (e.g. fines and surcharges).

4.2. If it has been agreed with your employer/client that private use of the Radiuz Card or the Radiuz App is permitted, the user fee and - if possible - other costs related to private use will be charged by Radiuz in one of the following ways:

- Your employer/client will receive an invoice in which no distinction is made between business and private use;
- Your employer/customer receives two invoices, one invoice covers the costs related to business use and the other covers the costs related to private use;
- Your employer will receive an invoice for the costs related to business use and you will receive an invoice directly from us for the costs related to private use.

- 4.3. If and to the extent that costs related to private use are charged directly to you, these costs will be collected directly from you through the account number provided by you. You hereby grant Radiuz the right and permission to debit the relevant user costs and, if applicable, other costs from your (private) bank account or (private) credit card (SEPA Direct Debit).

5. Relationship with service providers and third parties; Liability

- 5.1. The mobility services you can use are offered by third parties (suppliers). Radiuz is not a party to the separate (transport) contracts that are concluded between you and a supplier. Neither is Radiuz a party to the separate contract you have with your employer/client.
- 5.2. The mobility services are provided on the basis of separate agreements between you or your employer/customer on the one hand and the relevant supplier on the other hand. It is your own responsibility to inform you (or have you informed) about the (general) terms and conditions and rates applied by the supplier in question and to act in accordance with the relevant terms and conditions.
- 5.3. Radiuz bears no responsibility and/or liability whatsoever with regard to the implementation of the mobility services, conduct of mobility service providers and for the correctness and completeness of the information provided by these providers, even if such information can be consulted via Radiuz' website.
- 5.4. Radiuz has no obligation with regard to the availability and/or provision of the mobility services. Complaints, claims, opinions and/or suggestions regarding the quality or quantity of the mobility services provided should be submitted to and addressed to the provider of the mobility service in question.
- 5.5. Radiuz is not liable for any damage suffered by you as a result of using the mobility services and/or as a result of the acts or omissions of a provider of (a) mobility services.
- 5.6. Radiuz does its utmost to ensure that the Radiuz Card, the Radiuz App and the Radiuz Portal function properly. Radiuz uses third party technology for this purpose. Radiuz is not responsible for the faultless and uninterrupted operation of the Radiuz Card or the Radiuz App and the Radiuz Portal.
- 5.7. In the event one or more of the mobility services is temporarily unavailable for use or delays occur in its use, you are not entitled to a (partial) refund, compensation and/or compensation from Radiuz.
- 5.8. In case you do not (any longer) use one or more of the mobility services, for whatever reason, you are not entitled to a (partial) refund, compensation and/or any compensation from Radiuz.

6. Loss and theft

- 6.1. In the event of loss or theft of the Radiuz Card, please report this immediately to Radiuz' Service Desk (via servicedesk@radiuz.nl or +31 (0)30 30 40 641). Radiuz will note the time of receipt of the report and will block the card within 48 hours.
- 6.2. In the event of theft, report the theft of the Radiuz Card to the police as soon as possible at the first request of Radiuz. You can send a copy of the report directly to Radiuz.
- 6.3. If a Radiuz card specified for loss or theft is found again, it must be returned to Radiuz immediately.
- 6.4. If you also use the Radiuz-Card in private and the costs for this use by Radiuz are charged directly to you, you bear the risk of private use of the Radiuz-Card in case of loss or theft.

7. Information and/or complaint

- 7.1. If you have any questions or want to make a complaint you can contact Radiuz. This can be done via servicedesk@radiuz.nl or +31 (0)30 30 40 641.

8. Other provisions

- 8.1. Communications from Radiuz to you will be in writing, including e-mail, based on the information you provided to Radiuz when requesting the Radiuz Card or Radiuz App. You are required to notify Radiuz immediately of any changes to that information. You are responsible for the accuracy of those data and timely notification of changes to those data.
- 8.2. Notices to Radiuz should be sent in writing or by e-mail. This can be done by post (see for the postal address www.radiuz.nl) or by e-mail (servicedesk@radiuz.nl).
- 8.3. If any provision of these Terms of Use is void, void, invalid or ineffective under mandatory law, the remaining provisions shall remain in effect. The parties will in consultation replace the invalid and/or non-binding provision(s) with a valid provision.

9. Applicable law

- 9.1. These terms of use are drawn up in Dutch. If these Terms of Use have been drawn up in another language, the Dutch version shall at all times prevail for the correct interpretation and application of these Terms of Use.
- 9.2. The agreement between you and Radiuz is governed by Dutch law. All disputes between you and Radiuz will be submitted to the competent court in Utrecht, unless you within one month after Radiuz has made a written appeal to this article announces that you choose for the competent court according to the law.