

XXIMO CARD HOLDER USER AGREEMENT

The undersigned,

1. [Business], a [legal structure] incorporated under [Country:], having its registered office in [place], herein legally represented by [name(s)] in their capacity as the [capacity], and hereinafter referred to as the "Employer";

and

2. [Mr/Ms] [first names in full] [last name] of [address] and hereinafter referred to the "Employee";

Article 1. Definitions

The following capitalised terms bear the meaning assigned to them for the purposes of this User Agreement (irrespective of whether they are in the singular or the plural):

Card :	a payment card issued by XXImo or at its request;
Card Holder :	the Customer's employee;
Card Company :	an issuer of Payment Cards;
Customer :	the Employer or any party with whom XXImo has entered into a customer agreement for the purposes of procuring a Service;
Customer Administrator :	a natural person who works for a Customer and who is responsible for determining which Mobility Services a Card Holder may rely on and for managing them;
Customer Agreement :	an agreement between a Customer and XXImo pursuant to which the latter provides that Customer with a Service and the Customer in turn offers the service provided by XXImo to its employee(s);
Management Platform :	the secured part of the Website to which the Card Holder can gain access by using their Platform Access Code and Platform Password, and in which secured section the Card Holder may view the available ways of using the Mobility Services;
Mobility Service :	the services provided by the Partners;
Partner :	a partner with whom XXImo has entered into an agreement for the purposes of the procurement of Mobility Services for a Customer. Normally, a partner is any party through whom the Card Holder can make a payment or a booking, or use a Card in some other way;
PIN Code :	a combination of four digits chosen by the Card Holder which can be used to secure a Card when using it;
Platform Access Code :	a code provided by XXImo to the Card Holder, which the latter requires in conjunction with a Platform Password to gain access to the Management Platform;
Platform Password :	a password chosen by the Card Holder which is required in conjunction with a Platform Access Code to obtain access to the Management Platform;
Service :	any service provided by XXImo in relation to the management and funding of mobility services as set out on its website (www.xximo.be);

User Agreement :	this agreement;
Website :	www.xximo.com, www.xximo.be and any other website which links to other websites used by XXImo for the purposes of providing a Service;
XXImo :	the private company with limited liability, XXImo BVBA, having its registered office at Pleinlaan 15 in (1050) Brussels, Belgium and registered in the Kruispuntbank voor Ondernemingen [Relational Business Database] under Number 0501.639.062 (RPR, Brussels).

Article 2. Services provided and scope of application of this User Agreement

- 2.1 XXImo is involved in the provision of mobility services to business clients and those of their business customers or any staff by, amongst other things, supplying Cards which can be used for various Mobility Services.
- 2.2 This User Agreement shall apply in relation to every Card Holder as of the time that the latter is granted access to the Management Platform or the Card Holder obtains a Card, if this occurs sooner.

Article 3. General provisions

- 3.1 In addition to what is stipulated in this User Agreement, the Card Holder shall be required to obtain and use a Card, PIN code, and the Platform Access Code and Password exercising due care and at least in accordance with the provisions stipulated on the XXImo website (www.xximo.be).
- 3.2 A Card shall be registered in the name of the Card Holder. XXImo shall determine how the Card Holder's name is inscribed on a Card.
- 3.3 A Card, PIN Code, and Platform Access Code and Password shall be of a strictly personal nature. This means that only the Card Holder shall be entitled and have the power to use the relevant Card, PIN code, and Platform Access Code and Password for themselves in their capacity as an Employee employed by the Employer. An Employee shall be explicitly prohibited from placing a Card, PIN Code, or Platform Access Code or Password at the disposal of any other person either actively or passively.
- 3.4 A Card shall always remain the property of the relevant Card Company. Neither a Customer nor the Card Holder may modify or copy a Card.
- 3.5 A Card, PIN Code, or Platform Access Code or Password may only be used for the purposes for which it has been provided and for the Mobility Services which the Card Holder has been authorised to access.
- 3.6 Where XXImo is required to perform any act or give notice to the Card Holder in accordance with this User Agreement, the Card Holder shall accept that it has occurred as soon as XXImo has reported the act or given notice to the relevant Customer Administrator or Customer.

Article 4. Use of Card

- 4.1 The Card Holder shall be required to treat their Card, PIN Code, and Platform Access Code and Password with due care. The Card Holder shall be required to take any action that is required to secure their Card and to prevent its unauthorised use.
- 4.2 A Card Holder shall be required to arrange for a Card to be blocked immediately if there is any reason to do so. In this respect the Card Holder shall always be required to ensure that they are familiar with any directions which XXImo issues, for example, to prevent their Card and PIN Code from being used for fraudulent purposes.

- 4.3 The Card Holder shall always have a duty to store their Card safely and with due care. In this respect the Card Holder shall ensure that:
- a. no other person can see their Card in the place where it is stored when the Card Holder is not using it;
 - b. no other person can see where the Card Holder keeps their Card;
 - c. their Card is stored in such a way that it is impossible for any other person to take the Card without being noticed;
 - d. they do not lose their Card.
- For the purposes of Subclauses (a) to (c) "other person" is deemed to refer to: a family member, a friend, a housemate, colleague, member of a Partner's staff or any of the Card Holder's visitors.
- 4.4 The Card Holder shall always be required to exercise due care when using their Card. The following rules shall at any rate apply in this respect:
- a. the Card Holder shall never relinquish possession of their Card, even if another person wishes to help them;
 - b. the Card Holder shall never lose sight of their Card until it is safely stored again;
 - c. the Card Holder shall always check that their own Card is returned to them after it has been used and that it is not switched for another one;
 - d. the Card Holder shall strictly heed any directions on an automatic telling machine or point-of-sale terminal concerning its security.
 - e. the Card Holder shall contact XXImo immediately through the alarm centre specified by XXImo to arrange for their Card to be blocked or if it is not returned to them following a transaction;
 - f. the Card Holder shall not use their Card where they know or suspect that its use in certain situations is or may be insecure;
 - g. the Card Holder shall not allow themselves to be distracted when they use their Card.

Article 5. Use of PIN Code

- 5.1 The Card Holder shall always have a duty to ensure that their PIN Code is kept secret. The Card Holder declares that:
- a. when choosing or changing a PIN Code, they decide on one which is not easy to guess;
 - b. they learn their PIN Code by heart and not write it down anywhere;
 - c. they will immediately destroy any document which stipulates their PIN Code;
 - d. they do not show or disclose their PIN Code to any other person;
 - e. should their PIN Code be noted down, that this will occur in a manner in which it is not recognisable or traceable by any other person or can be deciphered in some other way.
- For the purposes of Subclauses (d) and (e) "other person" is also deemed to refer to: a civil partner, a family member, a friend, a housemate, colleague, member of a Partner's staff or any of the Card Holder's visitors.
- 5.2 The Card Holder may not make any note concerning their PIN Code on or keep same with their Card.
- 5.3 The Card Holder shall always have a duty to exercise due care when using their PIN Code. The Card Holder shall do this by:
- a. ensuring that no other person can see their PIN Code when the Card Holder enters it, for example, at a point-of-sale terminal;
 - b. using their other hand and body to screen the keypad as far as possible when entering their PIN Code;
 - c. not allowing anyone else to help enter their PIN Code.
- 5.4 In so far as is possible, all of the Card Holder's obligations and any directions issued in this respect shall also apply in relation to the storage and use of the Platform Access Code and Password.

Article 6. Action in the case of misuse, theft or loss

- 6.1 In order to avoid the unlawful use of their Card, the Card Holder shall arrange for their Card to be blocked immediately through the specified alarm centre on the XXImo website in the event that:
- a. their Card is stolen or the Card Holder suspects that it has been stolen;
 - b. the Card Holder loses their Card or no longer knows where they have left it;
 - c. it is not returned to the Card Holder, for example, because a point-of-sale terminal fails to eject it;
 - d. the Card Holder notices that one (1) or more transactions have been conducted with their Card by someone other than himself, for example, after checking this through the Management Platform;
 - e. the Card Holder knows or suspects that someone else knows or has seen their PIN Code;
 - f. the Card Holder has doubts concerning the security of their Card or PIN Code for some other reason.
- 6.2 In the event that the Card Holder gets their Card back or finds it again after submitting such a report, they may no longer use it. The old Card must be handed in to XXImo or must be destroyed, such to be determined at XXImo's discretion, following which the Card Holder shall receive another Card and, should this be necessary, a different PIN Code.
- 6.3 In the event that the Card Holder suffers a loss as a result of their Card being misused, they must immediately report this to the police. The Card Holder and/or the Customer must be able to present a copy of the relevant official report should XXImo or the Employer request same.
- 6.4 The Card Holder shall be required to take into consideration that XXImo'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.

Article 7. Personal data

The Card Holder declares that they have taken note of the privacy statement which XXImo has sent to them.

Article 8. Intellectual property rights

- 8.1 The intellectual property rights to all of the Services and their appurtenances are the property of XXImo or any other party who has conferred on XXImo entitlement to provide those Services (or part thereof) to a Customer, their clients and/or Card Holders.
- 8.2 The Card Holder declares that under no circumstances will they infringe the intellectual property rights referred to in Article 8.1 or actively or passively facilitate this. "Infringe" is also deemed to refer to modifying, altering, circumventing, rendering inoperable or obtaining (or attempting same) the Services software, any application which has been made available, the security measures implemented in the chip and/or the Management Platform for the purposes of unlawfully using the Card.

Article 9. Liability

- 9.1 The Card Holder shall be prohibited from damaging, modifying, otherwise using (or arranging for this to be done) the Card other than using it as the Card Holder is authorised to do so.
- 9.2 In so far as is permitted within the confines of the law, the Card Holder shall be entirely liable for any loss, howsoever it may be caused, suffered in connection with the use and/or misuse of their Card, PIN Code, and the Platform PIN Code and Password in relation to XXImo, the Employer, the relevant Customer and/or any other party. "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 a culpable failure on the part of XXImo while executing the relevant Customer Agreement.

- 9.3 A Card supplied by XXIImo may not in any way be replicated, modified and/or copied. The Card Holder shall indemnify XXIImo, the Employer, the relevant Customer and/or any other party in relation to any loss which is caused by the Card Holder replicating, modifying and/or copying their Card or as a result of any behaviour for which the Card Holder can be held to be culpable.
- 9.4 The Card Holder shall not be entitled to compensation in connection with their inability to use the Card issued by XXIImo, irrespective of whether or not the cause of their inability to do so is due to the Card having been damaged, the temporary disruption of service of the electronic payment system, the refusal of a local Partner (one who provides different types of fuel, for example) to supply products and/or provide services or something else.

Article 10. Termination of use

- 10.1 The Card Holder shall immediately be required to cease using their Card, PIN Code, and Platform Access Code and Password at such time as the employment contract pursuant to which they are permitted to use their Card terminates, they may no longer use their Card or a leased vehicle in accordance with that contract, or they are no longer entitled to a mobility budget.
- 10.2 The Card Holder shall immediately be required to cease using their Card, PIN Code, and Platform Access Code and Password in the event that the Employer stipulates this due to the termination of the agreement between XXIImo and the relevant Customer. The Card Holder shall be required to cease availing themselves of the Mobility Services in the event that the Employer, XXIImo and/or the relevant Customer stipulates this. Under no circumstances shall the Card Holder acquire a claim (for compensation or ongoing supply) against the Partner who provides the relevant Mobility Services (or no longer does so) upon the termination of those Mobility Services or while they are being provided.
- 10.3 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, XXIImo or a Partner) the Card Holder shall be fully liable.
- 10.4 The Card Holder shall present their Card to XXIImo when they cease to be entitled or permitted to use their Card for services (for example, because their Card is defective).

Article 11. Third-party clause

The prohibitions and obligations imposed on the Employee in this User Agreement have also been stipulated for the benefit of other parties, explicitly including XXIImo, in favour of whom the Employer (in its capacity as the stipulator) hereby stipulates this irrevocable third-party clause.

Article 12. Governing law and jurisdiction

- 12.1 This agreement shall be governed by and construed in accordance with the law of Belgium.
- 12.2 The use of the Card shall also be governed by the general terms and conditions of the Partners whose Mobility Services the Card Holder may avail themselves of the Card Company. All of these parties' general terms and conditions may be found on XXIImo's website.
- 12.3 A competent judge of the district court within whose jurisdiction the Card Holder has their place of residence shall enjoy jurisdiction to hear a dispute pertaining or arising pursuant to this User Agreement.

Article 13. Final clause

The Employer shall have the power to amend or cancel this User Agreement unilaterally in the event that XXIImo renders it mandatory for the Employer to do so or this is necessary for some other reason.

Signed in [place] on [date].

Employer

Employee

Name:
Position:

Name:
Position: