

## **Terms of Use for OVpay app, version 1.4.3**

The Dutch public transport operators listed on the website OVpay.nl and Translink jointly and in collaboration with banks and other payment service providers<sup>[1]</sup> introduce the possibility to check in and out on public transport using Payment cards with the Maestro, VPAY, Mastercard or VISA logo.

The OVpay app is a product developed to provide support to passengers who travel with a Payment Card on public transport in the Netherlands. You can track your Travel and Payments when you check in and out with your Payment Card. You do this by installing the OVpay app, creating a personal OVpay account, and adding your Payment Card to it. You can consult your Travel and Payments going back 18 months.

Trans Link Systems B.V., with its registered office at Stationsplein 151-157, 3818 LE Amersfoort, entered in the Commercial Register under number 30177126 ('Translink') provides the OV app. These Terms of Use apply to the use of the OVpay app and came into effect on 11 January 2024.

Article 5 describes the services you can use with the OVpay app.

## Article 1 – Definitions

Capitalised terms used in these Terms of Use have the meanings as set out below, whether used in the singular or plural:

- Payment Card: contactless debit and credit cards with the Maestro, VPAY, Mastercard or VISA logo, issued by domestic (or foreign) banks and other payment service providers<sup>[1]</sup>.
- Payments: the amounts (in euros) debited from your account or spending limit after you have checked in and out on public transport in the Netherlands using the Payment Card ;
- You/User: the natural person who and/or legal entity that uses the OVpay app;
- Terms of Use: the terms and conditions contained in this document;
- My OVpay account: a personal environment that can be created through the OVpay app;
- Mobile Device: your smartphone or tablet with an Apple iOS or Google Android operating system;
- NLOV number/Payment reference number: this code consists of a combination of fourteen letters and numbers in total, which is created uniquely for each payment. This code is linked to the amount that is debited from your bank account or spending limit and can be found on your digital or paper bank statement;
- OVpay app: the product that gives you access to information about the Travel you have done with your Payment Card;
- Privacy Statement: the OVpay app privacy statement which explains, among other things, how your personal data are processed in the OVpay app. The privacy statement is available in the OVpay app and on the website [ovpay.nl/en](https://ovpay.nl/en);
- Travel: information about the journey(s) you have made on public transport including station/stop, date/time and line number.

## Article 2 – Use

Before you use the OVpay app, we ask you to accept the Terms of Use. You can also read and download these terms in the OVpay app.

After installing the OVpay app on your Mobile Device, you can create a personal My OVpay account by following the instructions in the OVpay app. To create such an account, you must have an email address that you can access. A verification code will be sent to your email address so that we can check whether you are the holder of it. Once you have created a password, your My OVpay account will be created in the OVpay app. You can then add up to 10 Payment Cards to your My OVpay account.

To add a Payment Card to your My OVpay account, you must have checked in and out once with your contactless Payment Card on public transport. The corresponding amount will then be debited from your account (or spending limit) and will be visible on your digital or paper bank statement including the NLOV number.

You can add your Payment Card to your My OVpay account by entering the NLOV number and the corresponding amount on the appropriate screen in the OVpay app. The NLOV number to be used and the corresponding amount must not be older than 31 days after the transaction date of the payment. This is shown on your digital or paper bank statement.

Your Mobile Device, software, operating system (iOS, Android) and internet connection all affect how the OVpay app functions and the quality of the information in the OVpay app. The related costs are at your expense.

As the user of the OVpay app, you need to take adequate steps to prevent others from misusing or using your My OVpay account. Keep your login data strictly confidential.

Giving your login data to others or allowing others to use them is not permitted. Unauthorised use of the OVpay app combined with the My OVpay account is not permitted.

If you are younger than 16, your parent(s) or legal guardian(s) must consent to you using the OVpay app. Have your parent(s) or legal guardian(s) review these Terms of Use with you. By accepting these Terms of Use, you confirm that you are 16 or older, or have the consent of your parent(s) or legal guardian(s). Translink will give you a licence to use the OVpay app. Although this licence is personal, it is neither exclusive nor transferable. Your licence can be revoked and you may not pass it on to others.

You might be redirected from the OVpay app to third-party web pages, which will take you outside the OVpay app. If you are redirected to these pages, be aware that third-party general conditions, privacy and/or cookie policies apply there. Translink is not responsible for these third-party services, general conditions, privacy and/or cookie policies.

### **Article 3 – Misuse**

Using the OVpay app for acts or conduct contrary to laws and regulations, public order and common decency is not permitted.

Altering, copying, damaging, overloading or sending excessive data or messages, spreading viruses and other malware, obstructing other users of the OVpay app or impeding the use and functioning of the OVpay app is not permitted.

Unless Translink has given you prior written consent to do so, you must not use the OVpay app for commercial purposes, including screen scraping or reverse engineering.

You therefore must not use the OVpay app in a way that could prejudice or harm all chain parties and their employees involved in the OVpay app, including Translink, mobility parties, developers, payment service providers, and so on.

#### **Article 4 – Data processing and privacy**

Besides these Terms of Use, the Privacy Statement also applies to the use of the OVpay app. Although this Privacy Statement does not form part of these Terms of Use, we recommend that you read this Privacy Statement to understand how Translink processes your personal data and what GDPR rights you have. The Privacy Statement is available in the OVpay app and on the website [ovpay.nl/en/privacy](https://ovpay.nl/en/privacy).

#### **Article 5 – Basic components and basic services**

You can use the OVpay app's basic components to:

- Create a personal My OVpay account
- Download these Terms of Use and the Privacy Statement
- Change your password because you have forgotten it or for another reason
- Log in and out of your personal My OVpay account
- Add up to 10 Payment Cards to your My OVpay account based on the NLOV number and the corresponding paid amount
- Remove your Payment Card from your My OVpay account (while still keeping your My OVpay account)
- Cancel your My OVpay account, which will remove specific service account information in the My OVpay app
- Give feedback on the functioning of the OVpay app
- Receive notifications in the OVpay app following changes to these Terms of Use and/or the Privacy Statement

- Be redirected to the [OVpay.nl/en](https://ovpay.nl/en) website for more background information, to view frequently asked questions and/or to submit a request for help/complaint.

You can use these basic services in your My OVpay account to:

- View the Journeys you have made after checking in and out with your Payment Card on public transport
- Submit a journey correction or a request for that purpose if you missed a check-in or check-out
- View the Payments you have made after checking in and out with your Payment Card on public transport
- View your outstanding amount when you have checked in and out using your Payment Card on public transport, after the amount you travelled for could not be debited from your account or spending limit.

## **Article 6 – Maintenance/adjustments/updates**

Translink maintains the OVpay app and releases updates to make adjustments, add new components and services or improve performance. Translink can also change information in and/or remove it from the OVpay app. You are informed about this in the OVpay app and/or on the website [ovpay.nl/en](https://ovpay.nl/en).

As the user, you can specify in your Mobile Device settings whether updates are to be installed automatically or manually. Make sure you are using the latest version of the OVpay app. Translink does not have to continue supporting old versions of the OVpay app and cannot guarantee the operation and availability of older versions.

## **Article 7 – Ending the right of use**

You can use the OVpay app indefinitely. If you want to stop using it, you can do that at any time by removing your My OVpay account from the OVpay app and then deleting the app itself from your Mobile Device.

Translink may end one or more users' right of use of the OVpay app with immediate effect without having to pay any compensation and without the User being able to derive any rights from this. When your right of use ends, the rights and permissions that this OVpay app offer you cease to apply.

## **Article 8 – Intellectual property rights and disclaimer**

All intellectual property rights to the OVpay app and its contents, including the software, texts, graphic material, logos, images, and so on used, belong to Translink or its licensors.

The OVpay app is for personal use only. You may not copy, reproduce, circulate or publish the OVpay app without Translink's written consent.

The information in the OVpay app is intended for personal use only.

## **Article 9 – Liability**

Although Translink has developed and maintains the OVpay app with great care, it cannot guarantee that the OVpay app will always be virus-free, will work without interruptions, malfunctions or errors, or will always be available. Translink also cannot guarantee that the information in the OVpay app will always be perfect.

Translink is not liable for any damage (including direct or indirect damage, lost savings, and so on), corruption or loss of data resulting from installation, use, removal and inability to use the OVpay app. Translink is neither responsible nor liable

for third-party services, general conditions or privacy and/or cookie policies.

Damage because of intent or gross negligence on Translink's part is not excluded, nor is damage that Translink cannot exclude under mandatory provisions, i.e. statutory provisions from which no derogation may be made.

As the User of the OVpay app, you are responsible for all acts that occur in the OVpay app and/or through your My OVpay account. You indemnify Translink against all damage and costs and against all possible third-party claims resulting from your misuse/use of the OVpay app and its content and/or your My OVpay account and its content.

## **Article 10 – Amending the Terms of Use**

Translink may unilaterally amend the Terms of Use. Amendments to the Terms of Use are announced when you open the OVpay app. If you then continue using the OVpay app, you tacitly agree to the amended Terms of Use. The amendments take effect from the moment they are announced or from the date specified in the announcement. If you disagree with the amendment to the Terms of Use of the OVpay app, you can close your My OVpay account through the OVpay app.

## **Article 11 – Miscellaneous**

Dutch law applies to these Terms of Use. You can always direct any questions or complaints to customer service. This can be done through the OVpay app. If you are dissatisfied with how we handle a complaint, you can approach the Public Transport Dispute Resolution Committee: P.O. Box 90600, 2509 LP The Hague. You can also always refer complaints and/or disputes with us to the competent court in the Netherlands.

[1] For a list of participating banks and credit card companies, see <https://ovpay.nl/en/over-ovpay/banks>.