

## MOBILITY CONCEPT B.V. TERMS OF USE

*When the User logs in for the first time on the Mobility Platform, or the Mobility App, the User must agree to these Terms of Use. If the User does not agree to this, the User will not have access to the Mobility App or the Mobility Platform.*

*Any questions related to these Terms of Use, the Mobility App, or the Mobility Platform can be sent to: [servicedesk@mobilityconcept.nl](mailto:servicedesk@mobilityconcept.nl).*

### Article 1. Definitions

The words in these Terms of Use that commence with a capital letter have the meaning as set out in this article, regardless of whether the words are used in the singular or in the plural.

- 1.1. *User*: a person to be associated with the Client (for example an employee or hired staff), who uses the Mobility App or the Mobility Platform.
- 1.2. *Terms of Use*: these Terms of Use.
- 1.3. *Client*: the organization or company which has an agreement with Mobility Concept concerning the use of the Mobility Platform.
- 1.4. *Mobility App*: Mobility Concept's mobile application within which a subset of the Mobility Platform's functions can be called by the User.
- 1.5. *Mobility Platform*: an online platform with functionalities concerning inter alia the User being able to view and implement the mobility policy and/or mobility budgets and (the booking and/or reservation of) mobility services and related services.
- 1.6. *Mobility Concept*: the private company with limited liability "Mobility Concept B.V.", registered with the Chamber of Commerce under number 22164804, which supplies the Mobility App and the Mobility Platform to the Client, and every successor in title of Mobility Concept.
- 1.7. *Website*: Mobility Concept's website, to be found at URL: [<https://www.mobilityconcept.nl/>](https://www.mobilityconcept.nl/)

### Article 2. Services within the Mobility Platform

- 2.1. Each time when a (mobility) service is reserved or booked through the Mobility Platform or the Mobility App, this will take place on the basis of a legal relationship that will separately have come into effect between the Client and the User on the one hand, and the service provider of the (mobility) service on the other hand. Mobility Concept is not a party to this legal relationship that has come into effect separately.
- 2.2. If agreement must be provided by the User to the (general) terms and conditions of the services provider's external website for the use of a (mobility) service, these terms and conditions will apply directly to this User.
- 2.3. If (mobility) services can directly be reserved or booked by the User through the Mobility App or the Mobility Platform, the (general) terms and conditions of the service provider concerned will apply. These can be viewed on the Website. By agreeing to these Terms of Use, and/or by making use of the Mobility App or the

Mobility Platform, the User agrees to the (general) terms and conditions of the service providers referred to in this article. These terms and conditions can be viewed on the Website.

### **Article 3. Use of the Mobility Platform**

- 3.1. The Client and the User are not permitted to use Mobility Concept and its infrastructure in such a manner that this causes damage to third parties and/or results in the Mobility Platform being inaccessible or only partially accessible.
- 3.2. The Client and the User are not permitted to provide access to the Mobility Platform by means of account data of third parties, or by means of false keys and/or circumvention of any security, regardless of whether this security is adequate.
- 3.3. The Client and the User will act with due care with regard to the login details provided by Mobility Concept for the use of the Mobility Platform. The login details are strictly personal. If the Client or the User suspects that this login details have reached third parties, the Client or the User must promptly report this to Mobility Concept. In that event Mobility Concept can block access to one or more accounts.
- 3.4. The Client and the User are further not permitted to act in conflict with legislation or regulations.
- 3.5. The Client, or as the case may be the User, indemnifies Mobility Concept against any harmful consequences of non-compliance with the provisions of article 3.1 up to and including 3.4.

### **Article 4. Intellectual property rights**

- 4.1. The intellectual property rights with regard to the Mobility App and the Mobility Platform are vested in Mobility Concept or its licensors.
- 4.2. Mobility Concept hereby grants to the User a right of use for the Mobility App and the Mobility Platform, which means that the User can use the Mobility App and/or the Mobility Platform for the purpose for which the Mobility App and/or the Mobility Platform has/have been made available to the User. The purpose is inter alia evident from the Client's mobility policy. The purpose in any event never means that the User is permitted to (commercially) use the Mobility App or the Mobility Platform outside his/her work for the Client.
- 4.3. All trade names or registered word or pictorial trademarks referred to accrue to Mobility Concept or the respective owners.

### **Article 5. Confidentiality**

- 5.1. The User will maintain strict confidentiality with regard to the operation of files, functionality, the Mobility App, the Mobility Platform, etc. With the exception of prior permission in writing from Mobility Concept, the User will not make information carriers, data carriers and data, which are available to the User,

available to third parties.

- 5.2. The User will refrain from making screen prints (also referred to as *screenshots*) of the Mobility App or the Mobility Platform, and will refrain from sharing these with third parties.

## **Article 6. Liability on the part of Mobility Concept**

- 6.1. Mobility Concept and its suppliers (of information) cannot be held liable by the User for damage ensuing from the use of the Mobility App or the Mobility Platform, including but not limited to damage resulting from any error, incompleteness, failure, or interruption in the Mobility App or the Mobility Platform, with the exception of when this is the result of proven intent or conscious recklessness on the part of Mobility Concept's top-level management. Mobility Concept will never be liable for damage ensuing from force majeure or for indirect loss.
- 6.2. In spite of the fact that Mobility Concept does its utmost to keep the information provided in the Mobility App and the Mobility Platform as accurate as possible, Mobility Concept cannot guarantee that the information provided, for example concerning the number of kilometres, costs or CO2 emission, is always correct and accurate. Mobility Concept is dependent on a large number of matters regarding the provision of such information, using services and/or products that are made available by third parties. The User therefore cannot derive any rights from Mobility Concept from the information provided in the Mobility App and the Mobility Platform.
- 6.3. The User acknowledges that Mobility Concept has the right at any time to interrupt the availability of the Mobility App or the Mobility Platform for maintenance or updates.

## **Article 7. Processing of personal data**

- 7.1. Mobility Concept respects the privacy of the Users of the Mobility App and the Mobility Platform. Mobility Concept has taken suitable measures in this context to secure the use of the Mobility App and the Mobility Platform and for the prevention of misuse. To the processing of personal data applies that these will be processed in conformity with the agreement between the Client (usually employer / customer of the User) and Mobility Concept, as well as in conformity with the privacy statement to be found on the Website.
- 7.2. The User agrees to his/her personal data being passed on to the service providers as referred to in article Artikel 2, if and in so far as this is necessary for the execution of a booking or reservation. The service provider may pass on the personal data to government agencies, if and in so far as these government agencies are charged with handling financial penalties or parking taxes. The User hereby agrees to this.

## **Article 8. Transfer of rights and obligations**

- 8.1. Mobility Concept is permitted to transfer its rights and obligations to a third party. This is in particular the case if it concerns a transfer in the context of a change of legal form, sale or merger of Mobility Concept. The User hereby provides permission for such an event. Any transfer will not affect the option on the part of the User to exercise his or her rights.
- 8.2. The User is not permitted without permission from Mobility Concept to transfer any acquired rights and obligations to third parties.

## **Article 9. Miscellaneous provisions**

- 9.1. If one or more provisions of the Terms of Use appear not to be legally valid, the other provisions will remain in full effect. Parties will hold consultations about the provision(s) that is/are not legally valid in order to make an arrangement which is legally valid and which will as much as possible reflect the effect of the arrangement to be replaced.
- 9.2. The law of the Netherlands shall apply to these Terms of Use.
- 9.3. Mobility Concept will be entitled to amend these Terms of Use from time to time. The amended terms and conditions will then be provided on this page.
- 9.4. If these Terms of Use are offered in another language and there is conflict between the provisions of this Dutch version and a version in another language, the provisions of the Dutch version shall prevail.

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