

# GENERAL TERMS AND CONDITIONS SHUTTEL

Version September 2025

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## Definitions

Capitalized terms in this document shall have the following meanings for the purposes of interpretation and application thereof:

<b>Agreement</b>	The "Shuttel Services Agreement" between Shuttel and the Client, including all appendices and addenda, based on which Shuttel makes one or more Shuttel Next-cards, Shuttel Mobility Cards, Shuttel Parking App login credentials, Shuttel Charging Tokens, Shuttel Registration Module login credentials, and/or Shuttel Fuel Cards available to the User(s).
<b>App</b>	A software program managed by Shuttel on a mobile device that allows the User to purchase (multiple) Mobility Services from Mobility Providers under Shuttel's management.
<b>Client</b>	The (legal) person who has entered into a (business) Agreement with Shuttel for the purchase of Shuttel Services, explicitly waiving any consumer rights on the part of the Client.
<b>Client Onboarding</b>	The legal obligation on Shuttel to collect detailed (business) information about the identity of the Client, and the User(s), with the aim of reducing risks of money laundering, financing of terrorism, and other forms of financial crime.
<b>Data Controller</b>	The organization that determines the purposes for which and the means by which personal data are processed.
<b>Enfuce</b>	Refers to the entities with which Shuttel collaborates in providing the Shuttel Service(s) using the Shuttel Next-card. These are: - Enfuce Financial Services Ltd. at Metsänneidonkuja 12, 02130 Espoo, Finland, which makes the Shuttel Next available to the Client for carrying out payment transactions linked to Mobility Services. - Enfuce License Services Ltd. A financial institution located in Finland and under supervision, with its headquarters at Metsänneidonkuja 12, 02310 Espoo.
<b>Enfuce/Shuttel Card Terms &amp; Conditions</b>	The terms from Enfuce related to the use of the Shuttel Next-card, which are an integral part of the Agreement between Shuttel and the Client as an appendix.
<b>GDPR</b>	Refers to Regulation (EU) 2016/679, the General Data Protection Regulation, as well as its implementation in the Dutch GDPR Implementation Act ("UAVG").
<b>General Terms and Conditions</b>	These general terms and conditions that apply to the Agreement and the use of the Shuttel Services. They are provided to the Client and User through registration in the My Environment and/or made available at <a href="https://shuttel.nl/nl/voorwaarden/">https://shuttel.nl/nl/voorwaarden/</a> .
<b>Information</b>	All information, recommendations, and/or services offered to the User via the App and My Environment.
<b>Mobility Provider(s)</b>	Providers of Mobility Services (i.e., third parties) who accept the Shuttel Mobility Card, Shuttel Next-card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card as a registration method for the delivery of their products and services, or who provide the services offered by Shuttel. This includes, but is not limited to, bicycle and car rental companies, taxi companies, transport carriers, fuel suppliers, (integrated) sharing platforms, and charging station operators. The Mobility Provider is the sole contracting party of the User. Mobility Providers also include: - Trans Link Systems B.V. (TLS) in Amersfoort, which produces the physical Shuttel Mobility Card and coordinates transactional traffic. Enfuce Financial Services Ltd. at Metsänneidonkuja 12, 02130 Espoo, Finland, which makes the Shuttel Next-card available to the Client for carrying out payment transactions linked to Mobility Services.
<b>Mobility Service(s)</b>	Transport, travel, and (related) mobility services and/or products that the Client and/or User can purchase from Mobility Providers through the Shuttel Mobility Card, Shuttel Next-card, Shuttel App, Shuttel Charging Token, and/or Shuttel

	Fuel Card, whereby a direct agreement is established between this Mobility Provider and the Client and/or User.
<b>Personal data</b>	Any data traceable to a natural person, including metadata (traffic data); Personal Data in the sense of Article 4.1 of the GDPR
<b>Portal</b>	The personal environment made available to the User via my.shuttel.nl or via the Shuttel App
<b>Processing</b>	All actions that an organization can perform with Personal Data, from collection to destruction.
<b>Shuttel</b>	Shuttel B.V., trading under the name "Shuttel," with its registered office in Leusden at Zuiderinslag 2, 3833 BP Leusden and its office at: Stationsplein 1E, 3818 LE Amersfoort, with Chamber of Commerce number: 22027181 and VAT number: NL 006070802B01. Shuttel is an (e-)platform dedicated to integrating, combining, and optimizing Mobility Services offered by Mobility Providers to promote (and simplify) the travel convenience of the User. Shuttel acts as an intermediary in the relationship between the Client, the User, and the Mobility Provider(s).
<b>Shuttel Charging Token</b>	An access token for electric charging (charging token) issued and managed by Shuttel that Users use for (gaining access to) purchasing Mobility Services via Shuttel.
<b>Shuttel Fuel Card</b>	A fuel card managed by Shuttel that Users can use at the expense of the Client.
<b>Shuttel Mobility Card</b>	A business public transport chip card manufactured by TLS that is purchased by the Client based on the Agreement and with which the User can purchase (multiple) Mobility Services from Mobility Providers under Shuttel's management.
<b>Shuttel Next Card</b>	An Europay, Mastercard, and Visa (EMV) standard-based payment card supported by Enfuze License Services Ltd., which is purchased by the Client based on the Agreement and the Enfuze/Shuttel Card Terms & Conditions and with which the User can purchase Mobility Services from Mobility Providers.
<b>Shuttel Parking</b>	An in-app parking solution managed by Shuttel that allows the User to start and stop street parking sessions in the Shuttel App.
<b>Shuttel Registration Module</b>	An administrative application managed by Shuttel that allows the User to register which (incidental) travel and/or work-from-home expenses they have incurred for declaration purposes to the Client.
<b>Shuttel Service(s)</b>	The services to be provided by Shuttel to the Client based on the Agreement, which relate to the delivery of Mobility Services by Mobility Providers to the Client and/or User. This includes making the Shuttel Mobility Card, Shuttel Next-card, Shuttel App, the Shuttel Fuel Card, and/or the Shuttel Charging Token available. Shuttel Services also include the Shuttel Registration Module. The Shuttel Services also include the reasonable (additional) actions for the Client to integrate the Shuttel Services into the Client's platform (for the benefit of the User).
<b>TLS</b>	Trans Link Systems B.V. located in Amersfoort at Stationsplein 151-157, processes personal and transaction data and is the producer and owner of the Shuttel Mobility Card.
<b>Transaction(s)</b>	Any registered action performed by a User with a Shuttel Service.
<b>User(s)</b>	A natural person (often an employee or contractor) designated by the Client who is entitled to use the Shuttel Services via a Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card, or who uses the Shuttel Services via the Shuttel App and/or Shuttel Registration Module.

## **1. General**

- 1.1. These General Terms and Conditions apply to Agreements between Shuttel and the Client and also to any use of the Shuttel Services.
- 1.2. Only these General Terms and Conditions apply to Shuttel's Agreements and the use of Shuttel Services, regardless of any potential (prior) reference by the Client to their own or other general terms and conditions. Shuttel explicitly rejects any general terms and conditions declared applicable by the Client.
- 1.3. Shuttel is a mobility (e-)platform that facilitates the purchase of Mobility Services by the Client and User(s). Shuttel provides the Shuttel Services to the Client. Only the Client can derive rights from these General Terms and Conditions and the Agreement.
- 1.4. Shuttel is an intermediary between the Mobility Provider(s) and the User(s). The Mobility Services are performed on the order and for the account of the Client and/or User(s), but are procured from the providers in Shuttel's own name.
- 1.5. If the User makes use of the Mobility Services and/or Shuttel Services, a direct agreement is formed with the Mobility Provider and/or Shuttel. The relevant Mobility Provider may declare its own general terms and conditions and/or terms of use applicable to that agreement. Shuttel is therefore not a party to the legal relationship between the User and Mobility Provider(s) and is thus not liable for the use and/or misuse and for all acts or omissions of the User. Shuttel is also not a party to the legal relationship if there is interference by the Client in the relationship between the Mobility Provider and the User.
- 1.6. Shuttel has the right to amend the General Terms and Conditions. Any amendments to the General Terms and Conditions will be announced to the Client at least 4 weeks before they take effect.

## **2. Formation of Agreements**

- 2.1. Unless otherwise agreed upon or stated by Shuttel in writing, all written offers and price quotes from Shuttel are open for acceptance for a period of 30 days from the date of issuance. After the expiry of this period, the offer lapses, and Shuttel is no longer bound by the content of such an offer or quote.
- 2.2. The Agreement is considered to be formed when Shuttel has confirmed it in writing, in compliance with these General Terms and Conditions.
- 2.3. If Shuttel's order confirmation significantly deviates from the order provided by the Client, the Client must notify Shuttel of this deviation without delay. If the Client does not object, the Agreement is formed under the conditions stipulated in Shuttel's order confirmation and these General Terms and Conditions.
- 2.4. Shuttel does not accept liability for any typographical or other errors or omissions in any quote, price list, acceptance of offer, invoice, or other document or information issued by Shuttel. The Client may not claim compliance with what has been established under an error or omission, nor can they derive any other right from it. Shuttel reserves the right to correct such errors and omissions.
- 2.5. No order accepted by Shuttel can be canceled by the Client without prior written acceptance by Shuttel and on the understanding that the Client will indemnify Shuttel for all hours worked, costs, and damages that Shuttel consequently suffers. This does not apply if the Client cancels the acceptance of a written offer from Shuttel or orders already confirmed by Shuttel due to Shuttel's (potential) default position.
- 2.6. The Agreement is formed between Shuttel and the Client. The rights and obligations for the Client and User associated with this Agreement are described in these General Terms and Conditions and Shuttel's Privacy Statement and – if applicable – Enfuze/Shuttel Terms & Conditions. The Client agrees to these upon entering into the Agreement, and the User agrees to them by making an application and/or registering for a Shuttel Next Card, Shuttel Mobility Card, Shuttel Charging Token, Shuttel Registration Module, and/or Shuttel Fuel Card via the Shuttel platform and/or via the App and/or via the Portal and by using the Shuttel Services.
- 2.7. Shuttel assesses such an application and registration by/from the User in line with what has been agreed upon regarding the Shuttel Services in the Agreement with the Client and is free to refuse an application and registration or to attach special conditions to its execution.
- 2.8. If the Client allows the User to use the Mobility Services (provided by Mobility Provider(s)) via the Shuttel Mobility Card, Shuttel Next Card, Shuttel app, Shuttel Charging Token, and/or Shuttel Fuel Card for private purposes as well, Shuttel is entitled to investigate, within legal frameworks, whether the User can meet their payment obligations. Based on this investigation, Shuttel is entitled to refuse an order or application with justification or to attach special conditions to its execution.

## **3. Prices and Payment**

- 3.1. Shuttel's prices are exclusive of value-added tax and other taxes that may be imposed by the government.
- 3.2. Per calendar year, Shuttel is allowed to index its prices and/or rates in line with the DPI services index. Price and/or rate changes will be communicated to the Client by Shuttel in a timely manner and in writing.
- 3.3. Payment must be made within the payment term stated on the invoice, but no later than thirty (30) days from the invoice date, in the currency indicated on the invoice and using the payment method agreed upon with the Client (invoice or direct debit). Parties will agree on alternative payment methods separately.
- 3.4. The fee for the services of Mobility Providers, the transaction costs, and/or other (consumption) costs for the Shuttel Services mentioned in the Agreement will be billed by Shuttel to the Client and/or User afterwards based on actual Transactions by the User(s). If Shuttel sees fit, it can adjust the invoice

- frequency, in consultation with and after written consent from the Client.
- 3.5. If the Client does not meet their payment obligation(s) by the stated due date, they will be required to make full payment again after being notified by Shuttel of the late payment and given a reasonable period to still meet their payment obligations. If payment is not made within this reasonable period, Shuttel has the option to charge administrative costs of EUR 7.50. If the Client does not make full payment (including administrative costs) within a renewed reasonable period, Shuttel can transfer the claim against the Client to a collection agency and is entitled to charge the extrajudicial collection costs incurred by it, as well as the statutory interest.
  - 3.6. If the Client allows the User to use the Shuttel Services for private purposes as well, the following conditions apply to the Client and the User:
    - a) The costs related to private use (including the costs referred to in Article 3.7) will be charged to the User; these costs will be debited directly from the bank account number provided by the User;
    - b) If the User does not meet this payment obligation, the User will be reminded of their payment obligation via a reminder, after which a new attempt will be made to collect from the User; if the User again fails to meet their payment obligation during that attempt, the costs incurred by the User related to private use will be charged to the Client;
    - c) The Client is responsible and liable for the payment obligation to Shuttel for all Services provided by Shuttel if the User does not meet the payment obligation by the stated due date.
    - d) The Client is obliged to provide Shuttel with full indemnification from the risk of non-payment by the User with regard to the private use of the Mobility Services and Shuttel Services by the User.
  - 3.7. Mobility Providers can apply surcharges or costs when the User purchases Mobility Services for, among other things but not exclusively, deductibles (or: excess), traffic and parking fines, damage (including processing and administrative costs). If Shuttel is charged with these costs by the Mobility Provider, Shuttel will fully pass on and/or transfer these costs to the Client.
  - 3.8. In the event of changes in the rates for the Mobility Services as determined by the Mobility Provider(s), these changes will be passed on to the Client and User. The User cannot derive any rights from any prices of Mobility Services and Mobility Providers communicated by Shuttel.
  - 3.9. Costs to activate, terminate (including costs resulting from untimely return), or costs for providing a new Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card are for the account of the Client.
  - 3.10. Complaints about or objections to Transactions or the amount of the invoices from Shuttel to the Client or User do not suspend the payment obligation of the Client or User.
  - 3.11. If the Client or User does not agree with a Transaction on the invoice regarding Mobility Services, the Client or User can dispute it with the relevant Mobility Provider. The Client or User must do so as soon as possible and with justification after receiving the invoice and in accordance with any conditions of the Mobility Provider. Objections from the Client or User to the Transaction cannot stand in the way of their payment obligation to Shuttel, unless this objection is based on an obvious error by Shuttel.
  - 3.12. The Client and/or User is not entitled to any deduction, set-off, or counterclaim against what they owe to Shuttel, unless confirmed by Shuttel in writing.

## 4. Termination

### Termination of the Agreement

- 4.1. Shuttel can suspend and/or (partially) terminate the Agreement with the Client immediately, without judicial intervention, by means of a written notice to the Client, if:
  - a) The Client fails to perform one or more of its obligations arising from the Agreement, or performs them improperly or late;
  - b) The Client is unable to pay its due debts or leaves its due debts unpaid, or becomes insolvent;
  - c) The Client has filed for bankruptcy;
  - d) The Client has filed for a suspension of payments;
  - e) A request is made on behalf of the Client for the application of a statutory debt restructuring scheme, or such a scheme is pronounced with regard to the Client;
  - f) The Client has entered into a creditors' agreement with its creditors;
  - g) The Client (or User) has misused or committed fraud with one or more Shuttel Services;
  - h) There is a violation of Article 5 of these General Terms and Conditions and/or the Client (and/or User) has otherwise acted in violation of Shuttel's (written) instructions;
  - i) A person or entity other than the Client's current parent company has:
    - become the holder of more than 50% of the shares in the Client's capital, or
    - can exercise more than 50% of the voting rights in the Client's general meeting, whether or not by virtue of an agreement with other entitled voters; and/or
  - j) Shuttel is unable to provide (a part of) the Mobility Services and/or Shuttel Services as agreed, Shuttel will immediately notify the Client of this.
- 4.2. If one of the situations described in paragraph 1 of this article occurs, the Client has the obligation to

- notify Shuttel of it without delay.
- 4.3. In the event of termination of the Agreement, costs for provided Shuttel Services will be calculated and invoiced to the Client up to and including the month in which the last Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card has been returned to Shuttel. The fee for an individual Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card is due from the Client up to and including the end of the month in which the relevant Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card has been returned to Shuttel.
- 4.4. In the event of termination of the Agreement by Shuttel or the blocking by Shuttel of a specific Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card, the Client is obliged to fully indemnify Shuttel. Shuttel also has the right to compensation for all other costs and damages incurred as a result of the termination (including statutory interest). In this case, Shuttel is entitled to stop all services with immediate effect. This does not apply to termination based on article 4.1 sub i) and j).
- 4.5. Terminated Shuttel Mobility Cards must be returned by the Client to Shuttel by post within 10 (ten) business days after termination of the Agreement. If the Shuttel Mobility Card is not returned in a timely manner, an amount of EUR 15 will be charged. Shuttel will block any Mobility Cards not returned to Shuttel to prevent misuse, provided that they have been deregistered with Shuttel in writing.
- 4.6. Should any costs from the Mobility Providers be charged to Shuttel after the termination of the Agreement that are for the account of the Client, Shuttel will invoice these to the Client as soon as possible.

#### **Termination of the Use of Shuttel Service(s) by User(s)**

- 4.7. The User can make use of the Shuttel Mobility Card, Shuttel App, Shuttel Charging Token, Shuttel Registration Module, and/or Shuttel Fuel Card for the duration of the Agreement between Shuttel and the Client.
- 4.8. In addition to its other rights under the Agreement and these General Terms and Conditions, Shuttel can suspend and/or terminate the use of the Shuttel Mobility Card, Shuttel Next, Shuttel App, Shuttel Charging Token, Shuttel Registration Module, and/or Shuttel Fuel Card by the User at any time without further notice of default or judicial intervention, and without liability for damages to the User and/or Client, by means of a written notice to the User and Client if:
- The User fails to perform one or more of their obligations arising from these General Terms and Conditions, or performs them improperly or late.
  - The User, in case of permitted private use by the Client, fails to meet their payment obligation to Shuttel within the set term.
  - In case of permitted private use by the Client, a request for the application of a statutory debt restructuring scheme, bankruptcy arrangement, or a suspension of payments has been filed with regard to the User.
  - In case of permitted private use by the Client, the User's assets are seized.
  - In case of permitted private use by the Client, the User has misused and/or committed fraud with the Shuttel Mobility Card.
- 4.9. If one of the situations described in paragraph 8 of this article occurs, the User has the obligation to notify Shuttel of it without delay.
- 4.10. When an individual User no longer wishes to use one or more Shuttel Services, the Client has the option to directly deregister this User with Shuttel.
- 4.11. A terminated Shuttel Mobility Card must be returned by the Client to Shuttel by post within 10 (ten) business days after the deregistration of the relevant User. A Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card must be made unusable, for example by cutting it in half, after which it can be offered as (separated) waste to the local waste processing company.
- 4.12. The Shuttel Mobility Card that is not returned to Shuttel in a timely manner after deregistration will be blocked by Shuttel to prevent misuse, and an amount of EUR 15 will be charged to the Client.

## **5. Terms of Use for Shuttel Service(s)**

### **Algemeen**

- 5.1. The Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card may only be used by the User within the scope of the Shuttel Services that are supported by Shuttel. Use outside of these parameters is explicitly not covered by the Agreement or these General Terms and Conditions, with the exception of parts related to the (physical) management and use of the Shuttel Mobility Card, Shuttel Next Card, Shuttel Parking App, the Shuttel Charging Token, and/or the Shuttel Fuel Card.
- 5.2. When the Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card are used with a Mobility Provider, both the Client and the User agree to the costs (and possible surcharges and or costs as mentioned in article 3.7) and any general terms and conditions associated with that Transaction. Agreement to payment means that the relevant costs will be charged to the Client or User, and the Client or User will pay them to Shuttel in accordance with the conditions of article 3. The Client indemnifies Shuttel for non-payment by the User and remains at all times liable for the payment obligation with respect to the Mobility Services, Shuttel Services, and/or Transactions purchased by the User.



- 5.3. Any fines that the User forfeits under the general terms and conditions of Mobility Providers or other fines related to the use of the Mobility Services (in traffic), including, but not limited to, parking fines, fines for traffic violations, or fines for late return or loss of rented items, are for the account of the Client. Any appeal procedures against these fines are the responsibility of the Client. Objections to imposed fines can never be directed against Shuttel or suspend the Client's obligations towards Shuttel. The Client is entitled to recover any fines from the User in the relationship between them, and Shuttel will provide its full cooperation in this regard.
- 5.4. The Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and Shuttel Fuel Card are the property of Shuttel. The User must handle the Shuttel Mobility Card, Shuttel Next Card, and/or Shuttel Charging Token and/or Shuttel Fuel Card with care. The Client is liable for any damage the User causes to Shuttel's property, with the exception of damage that arises from the normal use of that property (by the User).
- 5.5. The Shuttel Mobility Card, Shuttel Next Card, Shuttel Parking App, Shuttel Charging Token, and/or Shuttel Fuel Card are personal. The User designated (and registered with Shuttel) by the Client is the only one entitled to use them. As an exception to this, shared use is possible via an impersonal Shuttel Mobility Card, Shuttel Charging Token, and/or Shuttel Fuel Card, provided that this possibility has been specifically agreed upon between the Client and Shuttel and laid down in the Agreement.
- 5.6. It is not permitted to damage, modify, or use the Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card in violation of these General Terms and Conditions. The Client is fully liable for any use of the Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card by the User and/or third parties who, through the User's permission or negligence, have gained possession of the Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card.
- 5.7. In the event of loss, disappearance, or theft of the Shuttel Mobility Card, Shuttel Next, Shuttel Charging Token, and/or Shuttel Fuel Card, the Client must immediately and directly:
  - a) Report it to Shuttel via the employer account in Shuttel's management environment (Shuttel manager) or by phone.
  - b) File a report with the police.
  - c) Instruct Users to block the relevant Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card via the App and/or the My Environment. After reporting and blocking, an application can be made for a new Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card via the employer account in Shuttel's management environment (Shuttel manager).
- 5.8. In the event of loss, disappearance, or theft, the costs for the purchased Shuttel Services are due from the Client until the moment the loss, disappearance, or theft is reported by the Client to Shuttel. As an exception to this, for the Shuttel Mobility Card, the Client is liable for the costs of the purchased Shuttel Services until 11:59 PM on that same day, as TLS only implements the blocking of resources issued by TLS (such as the Shuttel Mobility Card) at 12:00 AM on the day of the report.
- 5.9. Shuttel is not liable for misuse of the Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card and the costs arising from it. The Client and User indemnify Shuttel and third parties for all (direct and indirect) damages caused by misuse. In the event of (a suspicion of) misuse (which includes, in any case: counterfeiting, modifying, copying, and/or improper use of the Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card), the Client must report this to Shuttel immediately (within 24 hours at the latest). Shuttel can then block the Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card (see article 5.14) and ask the Client to hand over the relevant Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card to Shuttel. The Client and the User are obliged to cooperate with this. The Client, which also includes the User, will do everything possible to prevent misuse.
- 5.10. The User is responsible for providing data to Shuttel correctly, promptly, and completely, such as email address, phone number, bank account details, driver's license information, and other data that are important for the execution of the Agreement between Shuttel and the Client. This also applies to changes to this data of the User during the term of the Agreement.
- 5.11. The User is the only one entitled to use the Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card. Transfer, rental, or making the Shuttel Mobility Card, Shuttel Next Card, Shuttel App login credentials, Shuttel Charging Token, and/or Shuttel Fuel Card available to a third party is not permitted.
- 5.12. The User must handle the Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card with care. It is not permitted to damage, modify, or use the Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card in violation of these General Terms and Conditions or the Shuttel instructions and manuals.
- 5.13. If the User gets back or finds the Shuttel Mobility Card after it has been blocked, it must be returned to Shuttel. A Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card do not need to be returned but should be handled as described in article 4.11.
- 5.14. Shuttel is entitled to (unilaterally) block the Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card, as well as the use and access of Mobility Services, if:

- a) The Client and/or User fails to meet their payment obligations to Shuttel and/or a Mobility Provider;
  - b) The Client and/or User does not cooperate with a reasonable request from Shuttel;
  - c) There is a suspicion of fraudulent or unlawful acts, or acts contrary to the law, the Agreement, or the General Terms and Conditions being committed with the Shuttel Mobility Card, Shuttel Next, Shuttel App, Shuttel Charging Token, and/or Shuttel Fuel Card;
  - d) The Client has been declared bankrupt or is in a suspension of payments;
  - e) Shuttel has a compelling interest in blocking the Shuttel services and Mobility Services;
  - f) The User refuses to accept the terms of Mobility Providers;
  - g) The User or Client violates the Agreement, the Shuttel General Terms and Conditions, the Enforce/Shuttel Card Terms & Conditions, and/or the terms of use of Mobility Providers;
  - h) The Shuttel Mobility Card, Shuttel Next Card, Shuttel App, Shuttel Registration Module, Shuttel Charging Token, and/or Shuttel Fuel Card are used contrary to the purpose for which they are intended, including any use in violation of article 5 of these General Terms and Conditions (including indemnifications);
  - i) The Client requests it.
- 5.15. Shuttel customer service is available on business days between 8:00 AM and 6:00 PM via telephone, chat, and email; the most current contact details can be found on the Shuttel website.

#### **Shuttel Next Card**

- 5.16. Shuttel is obligated to identify the Client and verify the provided data before the Shuttel Next Card can be issued. The provision of data required for identifying and verifying the Client enables Shuttel and the Mobility Provider to comply with the legal obligation regarding the prevention of money laundering and terrorist financing.
- 5.17. The customer data to be supplied is described in Shuttel's customer acceptance portal. Based on the information in the customer acceptance portal, Shuttel determines whether the Client meets the conditions for using the Shuttel Next Card.
- 5.18. Shuttel is not responsible and/or liable for the VAT calculation in case of incorrect use of the Shuttel Next Card by the User.
- 5.19. If the User gets back or finds the Shuttel Next Card after it has been blocked, it must be made unusable, for example by cutting it in half, after which it can be offered as (separated) waste to the local waste processing company.

#### **Shuttel Mobility Card, Shuttel Charging Token, Shuttel Fuel Card, and/or Shuttel App**

- 5.20. The Shuttel Mobility Card is issued by Shuttel and is the property of TLS. The Shuttel Mobility Card can be used until the expiration date stated on the card or until the moment of termination based on article 4.
- 5.21. It is not permitted to add a balance to the Shuttel Mobility Card, Shuttel Charging Token, and/or Shuttel Fuel Card. The balance that a User adds to the Shuttel Mobility Card, Shuttel Charging Token, and/or Shuttel Fuel Card will not be refunded or paid out under any circumstances.

#### **Shuttel Registration Module**

- 5.22. Shuttel grants Users access to the Shuttel Registration Module on behalf of the Client as a Shuttel Service in accordance with these General Terms and Conditions.
- 5.23. The User will be enabled to track their claims for travel expense reimbursement and work-from-home allowance in the Shuttel Registration Module, with the obligation that the User fills in all necessary data for this purpose in the Shuttel Registration Module. Shuttel does not guarantee accurate registration if the required data is not entered into the Shuttel Registration Module.
- 5.24. The Client is and remains at all times responsible for the accuracy of the content and the entry of the data referred to in article 5.10 and other data in the Shuttel Registration Module. Shuttel is not liable for incorrectly entered data by the Client and User. This also applies if Shuttel enters the Client's data into the Shuttel Registration Module on behalf of the Client, to the extent that this data has been provided to Shuttel by or on behalf of the Client.

### **6. Use of Shuttel App and Portal**

- 6.1. Shuttel manages a Portal for the User.
- 6.2. By visiting and using this Portal (whether or not via the Shuttel App), the User agrees to the applicability of these General Terms and Conditions.
- 6.3. The Portal offers the User the possibility to register their travel movements, so that they can be used for declaration purposes. In addition to a manual entry option, the Shuttel App also offers the option to record the journey made, for which it is necessary for the User to give permission for the processing of their location data (GPS location). This permission is requested in the Shuttel App. Shuttel's Privacy Statement contains more information about the processing of data when the choice is made to register travel movements via the Shuttel App.
- 6.4. The Information in the Portal is provided for general informational purposes only and does not constitute advice or recommendations. Shuttel will reasonably keep the Information on the Portal and its content correct and up-to-date, but does not guarantee that the Portal or the Information or both are free of

- errors, defects, malware, viruses, or that the My Environment or the Information or both are correct, complete, and up-to-date.
- 6.5. Shuttel cannot be held liable for any form of damage that results from the use of (or the inability to use) the Shuttel App and Portal, including damage caused by malware, viruses, or any form of inaccuracy or inadequacy of the Information, unless such damage is the result of any form of deliberate misconduct or gross negligence on the part of Shuttel or its executive employees. Shuttel also cannot be held liable for damage that results from the use (or inability to use) of electronic forms of communication, whether or not in relation to the App and Portal, including but not limited to damage resulting from a failure or delay in the delivery of electronic communications, interception or manipulation of electronic communications by external parties or by computer programs used for electronic communications, and the transmission of viruses.
  - 6.6. The User is responsible for the safe storage and use of login details and passwords. The User is also responsible for the consequences of providing login details and passwords to third parties. In case of misuse of this data, Shuttel is not liable, this is at the risk of the User.
  - 6.7. The User indemnifies Shuttel against all possible claims from third parties as a result of the use of the Shuttel App and Portal. The User will compensate Shuttel for all reasonable damage and costs (including but not limited to (extra)judicial costs) that Shuttel suffers as a result of such claims.
  - 6.8. The Shuttel App and Portal may offer links to external internet sites. Shuttel cannot be held liable for the use and content of internet sites that are linked to or from this site. Shuttel's Privacy Statement does not apply to any processing of personal data on or via such external sites.
  - 6.9. Unless otherwise indicated, all rights to the Shuttel App and My Environment and the Information, including copyrights and other intellectual property rights, are the property of Shuttel. Users are given permission to read the Shuttel App and Portal and the Information and to make copies for their own use, for example by printing or saving. Any other form of use of the Shuttel App and Portal or the Information, for example the storage or reproduction of (a part of) the Shuttel App and Portal in any external internet site, the creation of links, hypertext links, or deep links between the Shuttel App and Portal and any other internet site or any other use, is prohibited without the express written permission of Shuttel.
  - 6.10. Shuttel has the right at all times to adapt the Shuttel App and Portal, change or delete data, limit the use of the Shuttel App and My Environment, or deny the User access to the Shuttel App and My Environment in whole or in part, temporarily or permanently.
  - 6.11. Shuttel can make an upgrade for the Shuttel App and Portal available. The upgrade then qualifies as a Shuttel App and Portal within the meaning of the General Terms and Conditions.

## **7. Liability**

- 7.1. Shuttel cannot be held liable for direct and indirect damages arising from the (transport) agreements with Mobility Providers. Shuttel bears no responsibility and/or liability with regard to the performance of the Mobility Services, the conduct of the Mobility Providers, and for the accuracy and completeness of the information provided by the Mobility Providers, even when that information can be consulted via the Shuttel website, the App, or the Portal.
- 7.2. Shuttel is not liable for damages resulting from a shortcoming in the obligations of, or any (unlawful) act by, the (sub)services of Mobility Provider(s) connected to the Shuttel platform, unless this damage is caused by intentional or reckless action by Shuttel.
- 7.3. The Client acknowledges that Shuttel can only be held liable for the Shuttel Services over which it exercises direct influence, such as the management and integration of its applications. Shuttel is not directly involved in the provision of Mobility Services (which fall under the Shuttel Services) to Users, nor is it liable for them. Shuttel does not guarantee the uninterrupted operation or availability of the Shuttel applications or of the Shuttel App, Shuttel Mobility Card, Shuttel Next Card, Shuttel Parking, Shuttel Charging Token, and/or Shuttel Fuel Card.
- 7.4. If the User makes use of the Mobility Services (provided by Mobility Provider(s)), the Client grants Shuttel full indemnification from liability with regard to the use of the Mobility Services and Shuttel Services by the User. Shuttel is not liable for any act or omission of Users when using the Shuttel Services. Suspending a payment obligation due to a dispute over the actions or omissions of Users is not permitted.
- 7.5. If the User uses Shuttel Parking, the User is responsible for selecting and checking both the correct zone code and the correct license plate number prior to starting the parking Transaction. The User cannot derive any rights from the suggestion in the Shuttel App regarding the zone code on the map if it later turns out to be incorrect. The User can check the zone code on-site with the zone code indicated near the parking space.
- 7.6. In the event of parking in violation of these General Terms and Conditions or a malfunction in the Shuttel parking system or third-party networks, Shuttel is not liable for the financial consequences of any additional tax assessments, fines, towing arrangements, and additional municipal and judicial administrative measures. If there is a disruption in the use of the Shuttel parking solution, the User must pay the owed parking fees in another way (for example, by purchasing a parking ticket at the payment machine). The User is ultimately responsible for having a valid parking ticket during the applicable (paid) parking hours and/or rules within the parking zone.



- 7.7. The liability of Shuttel for an attributable shortcoming in the performance of the Shuttel Services over which it has direct influence is limited to compensation for direct damages. Any form of liability of Shuttel for consequential damages is excluded unless there is intent or conscious recklessness on the part of Shuttel.
- 7.8. The maximum liability of Shuttel is limited to an amount equal to the annual fee that the Client owes to Shuttel based on the Agreement.

## **8. Privacy, Data Processing, and Data Security**

- 8.1. To enable the use of the Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, and/or Shuttel Fuel Card, App, Portal, and Mobility Services, it is necessary for Shuttel to process the User's (Personal) data. Shuttel receives, among other things, the User's location data, such as check-in and check-out data, from Mobility Providers. The processing takes place on the basis of the performance of an agreement or other valid legal grounds as described below.
- 8.2. Insofar as the data processed by Shuttel and/or the Client within the framework of the performance of the relevant Agreement contain personal data, Shuttel and/or the Client will process them in accordance with the applicable privacy legislation, including but not limited to the GDPR, as laid down in a data processing agreement as agreed upon between Shuttel and the Client and belonging to the Agreement between the Client and Shuttel.
- 8.3. The Client is the Data Controller with regard to any Personal Data of the Users provided to Shuttel, unless Shuttel processes the data for its own purposes and/or provides them separately to the User to supplement its services, in which case Shuttel acts as the Data Controller.
- 8.4. Personal Data is primarily processed on the basis of the performance of an agreement (Article 6(1)(b) GDPR) and on the basis of the data subject's consent (Article 6(1)(a) GDPR). In addition, Shuttel can process personal data on the basis of a legitimate interest (Article 6(1)(f) GDPR), provided that this interest does not outweigh the interests or the fundamental rights and freedoms of the data subject. If personal data is processed on the basis of a legitimate interest, Shuttel, if and to the extent that it acts as the Data Controller, will, in agreement with the Client, take appropriate measures to inform data subjects about this processing - if necessary - and/or to perform a legitimate interest assessment.
- 8.5. Consent for the processing of location data, such as check-in and check-out data, and other sensitive data is given explicitly, freely, and can be easily withdrawn.
- 8.6. Shuttel's Privacy Statement as shown on the Shuttel website (<https://www.shuttel.nl/nl/privacy-statement/>) applies.

## **9. Complaints**

- 9.1. Shuttel handles complaints from Users regarding the Shuttel Mobility Card, Shuttel Next Card, Shuttel Charging Token, Shuttel Fuel Card, Shuttel App, and/or Shuttel Registration Module. For complaints about the Mobility Services of the Mobility Providers, the User must contact the relevant Mobility Provider directly.
- 9.2. Shuttel has a complaints procedure for Users and handles the complaint in accordance with this complaints procedure.
- 9.3. Shuttel strives to respond to complaints submitted by Users within a period of fourteen days from the date of receipt. If a complaint requires a foreseeably longer processing time, Shuttel will reply within seven days with an acknowledgment of receipt and an indication of when the User can expect a more detailed answer.
- 9.4. The User must give Shuttel at least four weeks to resolve the complaint in mutual consultation.

## **10. Intellectual Property and Usage Rights**

- 10.1. All current and future intellectual property rights, including (but not limited to) the copyrights, to all Shuttel Services, including the Shuttel App(s) and online portal(s) as well as the associated or underlying documentation and/or work documents, rest exclusively with Shuttel. The Agreement will not result in any transfer of intellectual property rights from Shuttel to the Client.
- 10.2. The Client and User(s) are explicitly not permitted to reproduce or publish information, data, and other materials obtained under the Agreement without Shuttel's prior written consent. The Client is not entitled to remove, modify, or add any indication or reference to intellectual property rights, including but not limited to copyrights, trademarks, or trade names of, from, or with respect to the Shuttel Services, including indications regarding confidentiality and secrecy.
- 10.3. The Client and User may not in any way infringe on intellectual property rights, which includes unauthorized use by adapting, modifying, circumventing, or otherwise hindering the operation of the provided application(s), software, and the (security measures of the) Shuttel App, Portal, Shuttel Mobility Card, Shuttel Next Card, Shuttel Registration Module, Shuttel Charging Token, and/or Shuttel Fuel Card.

## **11. Overige bepalingen**

- 11.1. If a provision of these General Terms and Conditions is deemed null and void or unenforceable, this will not affect the validity of the other provisions.

- 11.2. If one of the provisions in these General Terms and Conditions is deemed void or is nullified, the parties will enter into a new clause (or agreement) that most closely approximates the intent of the void (or nullified) clause.
- 11.3. If these General Terms and Conditions and the Agreement contain conflicting provisions, the provisions included in the Agreement will prevail. Deviation from these General Terms and Conditions is only possible in the Agreement.
- 11.4. The Client will not transfer the rights and obligations arising for it from the Agreement without Shuttel's prior written consent.
- 11.5. The Client will treat the information disclosed by Shuttel and designated as confidential as such, and will not disclose it to third parties. The Client will not use such information for its own benefit or for the benefit of third parties and acknowledges and/or will not dispute that this information constitutes a trade secret in accordance with Article 1 of the Trade Secrets Protection Act. Shuttel is entitled to all legal remedies arising from the Trade Secrets Protection Act in the event of a breach of (the integrity of) Shuttel's trade secrets, including - at all times - the full process costs of Shuttel being awarded against the Client, if an infringement has been established.
- 11.6. Dutch law exclusively applies to every offer from Shuttel, the Agreement, and these General Terms and Conditions. All disputes will be adjudicated by the District Court of Central Netherlands, location Utrecht, unless Shuttel prefers another (Dutch) court.

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