

## **Conditions for use of the beta OVpay app, version 1.3**

The Dutch public transport companies listed on the website OVpay.nl and Translink, in collaboration with a number of payment services (Maestro, Mastercard, VPAY and VISA), are jointly introducing the option to check in and out in public transport in the Netherlands with a suitable contactless payment card.<sup>1</sup> The beta OVpay app has been developed to offer central passenger support to passengers who use a contactless Payment Card for travel in public transport. After you install the beta OVpay app, create a personal Mijn OVpay account and add your payment card to it, you will gain insight into the Journeys you have made and the Payments you have made as a result of checking in and out of public transport using the contactless Payment Card. In the beta OVpay app you can consult your Journeys and Payments for up to the past 18 months.

The beta OVpay app is offered to you by Trans Link Systems B.V., with its registered office at Stationsplein 151-157 (3818 LE), Amersfoort, entered in the Commercial Register under number 30177126 (referred to below as 'Translink'). These terms of use of Translink apply to the use of the beta OVpay app and came into effect on 19 05 2022.

The beta OVpay app is an initial version of this app that can be used in the real world, but it is not yet fully 'finished'. The beta OVpay app currently has a number of basic components and services that you can use. These are explained in article 5 of these terms of use. The beta OVpay app is being further

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<sup>1</sup> At the time these terms of use come into effect. The OVpay.nl website contains the latest information, including information on the affiliated payment services.

improved and expanded step by step. You can find out more about this in the beta OVpay app and/or on the website [ovpay.nl](https://ovpay.nl).

## **Article 1 - Definitions**

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

- Payment card:
  - Contactless bank cards issued by ABN AMRO, Rabobank, ING, Regiobank, ASN and SNS (the latter three names are brands of De Volksbank) and Bunq;
  - Mastercard and VISA contactless credit cards issued by International Card Services;
  - Contactless debit and credit cards issued by domestic or foreign banks affiliated with Mastercard and/or VISA payment schemes.
- Payments: the amounts (in euros) that have been debited from your account or spending limit after you have used the contactless Payment Card to travel on public transport in the Netherlands;
- terms of use: the terms and conditions included in this document that apply to the use of the beta OVpay app;
- Mijn OVpay account: personal environment that can be created using the beta OVpay app;
- Mobile device: your smartphone or tablet with Apple iOS or Google Android operating system;
- NLOV number: this is an alphanumeric code consisting of a combination of a total of fourteen letters and numbers, which is created uniquely for each payment. This code is linked to the amount that has been debited from your bank

account or spending limit and can be found on your (digital) bank statement.

- Privacy statement: the beta OVpay app privacy statement, which explains, for example, how your personal data is processed in the beta OVpay app. This can be found in the beta OVpay app and on the website [ovpay.nl](https://ovpay.nl);
- Journeys: information about the journey(s) you have made on public transport, including station/stop, date/time and line number.

## **Article 2 - Use**

Before you can use the beta OVpay app, we ask you to accept the beta OVpay app conditions for use. You can also read and download these conditions in the beta OVpay app.

After installing the beta OVpay app on your Mobile device, you can create a personal Mijn OVpay account by following the instructions in the beta OVpay app. In order to create such an account, you must have an email address that you can access. You will receive a verification code via your email address, so that we can check whether you are the person connected to the email address provided. After you have created a password, your Mijn OVpay account will be created in the beta OVpay app. You can then add one (1) Payment Card to your Mijn OVpay account.

In order to be able to add a Payment Card to your Mijn OVpay account, you must have checked in and out once with your contactless Payment Card in public transport. After that, the corresponding amount will be debited from your account (or spending limit) and will be visible on your (digital) bank statement, including the NLOV number.

You can add your payment card to your Mijn OVpay account by entering the NLOV number and the corresponding amount in the appropriate screen in the beta OVpay app. The NLOV number to be used and the associated amount cannot be older than 31 days after the transaction date of the payment as stated on your (digital) bank statement.

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

As the user of the beta OVpay app, you need to take adequate steps to prevent others from misusing or using your Mijn OVpay account. Keep your login data strictly confidential, for example. Giving your login details to others or allowing others to use them is not permitted. Unauthorised use of the beta OVpay app combined with the Mijn OVpay account is likewise not permitted.

If you are younger than 16, your parent(s) or legal guardian(s) must consent to you using the beta OVpay app. By accepting these conditions for 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 beta OVpay app. Although this licence is in fact 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 within the beta OVpay app to third-party web pages, which will take you outside the beta OVpay app. If you are redirected to these pages, be aware that the third-party general conditions, privacy and/or cookie policies

then apply. Translink is not responsible for these third-party services, general conditions, privacy and/or cookie policies.

### **Article 3 - Misuse**

Using the beta 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 beta OVpay app or impeding the use and functioning of the beta OVpay app is likewise not permitted.

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

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

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

In addition to these terms of use, use of the beta OVpay app is also subject to the OVpay beta privacy statement. Although this beta OVpay app Privacy Statement is not part of these terms of use, we advise you to read this beta OVpay app Privacy Statement to gain insight into how Translink processes your personal data and what GDPR rights you have. The beta OVpay app Privacy Statement can be found in the beta OVpay app and on the website [ovpay.nl](https://ovpay.nl).

## Article 5 - Basic components and services

The beta OVpay app has the following basic components that you can use:

- Creating a personal Mijn OVpay account;
- Downloading these conditions for use of the beta OVpay app;
- Changing your (forgotten) password;
- Signing in or out of your personal Mijn OVpay account;
- Adding one (1) Payment Card to your Mijn OVpay account based on the NLOV number and the associated amount;
- Removing your Payment Card from your Mijn OVpay account (your Mijn OVpay account will continue to exist);
- Deleting your Mijn OVpay account, in which context all information in the Mijn OVpay app is also removed;
- Provide feedback on the the beta OVpay app;
- Receiving notifications in the beta OVpay app as a result of changes to these terms of use and/or the beta OVpay app Privacy Statement;
- Being redirected to [ovpay.nl](https://ovpay.nl) for more information, checking frequently asked questions, filing a complaint or submitting a request for help.

You can use the following services in your Mijn OVpay account:

- Viewing the journeys you have made after you have checked in and out with your contactless payment card in public transport;
- Viewing the payments you have made after you have checked in and out with your contactless payment card in public transport;

- Viewing your outstanding amount when you have checked in and out with your contactless payment card in public transport, after the amount for which you travelled could not be debited from your account or spending limit.

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

Translink maintains the beta OVpay app and releases updates to make adjustments, add new components and services or improve performance. Translink can also modify information and/or remove it from the beta OVpay app. In such cases you'll be informed about this via the beta OVpay app or [ovpay.nl](https://ovpay.nl).

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

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

You can use the beta OVpay app indefinitely. But if you want to stop using it, you can do that at any time by shutting down your Mijn OVpay account from the beta OVpay app and then deleting the app itself from your mobile device.

Translink may end one or more users' right of use of the beta OVpay app with immediate effect without having to pay any compensation and without the user being able to derive any rights from this. If your right of use ends, the rights and permissions you have been offered by the beta OVpay app cease to apply.

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

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

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

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

## **Article 9 - Liability**

Although Translink has developed and maintains the beta OVpay app with great care, it cannot guarantee that the beta 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 beta OVpay app will always be perfect.

Translink is not liable for any damage or loss (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 beta OVpay app.

Translink is neither responsible nor liable for third-party services, general conditions or privacy and/or cookie policies. Damage or loss because of Translink's intent or wilful recklessness is not excluded.

As the user of the beta OVpay app, you are responsible for all acts that occur in the beta OVpay app and/or through your Mijn OVpay account. You indemnify Translink against all damage, loss and costs and against all possible third-party claims resulting from (ab)use by you of your beta OVpay app and/or your Mijn OVpay account.

## **Article 10 - Amending the conditions for use**

Translink may unilaterally amend the conditions for use of the beta OVpay app. Amendments to the conditions for use are announced when you open the beta OVpay app. If you then continue using the beta OVpay app, you tacitly agree to the amended conditions for 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 conditions for use of the beta OVpay app, you can close your OVpay account through the app.

## **Article 11 - Miscellaneous**

Dutch law applies to these conditions for use of the beta OVpay app. You can always direct any questions or complaints to our customer service. This can be done through the beta OVpay app. If you are dissatisfied with how we handle a complaint, you can approach the Public Transport Dispute Resolution Committee at P.O. Box 90600, 2509 LP The Hague.