

TERMS AND CONDITIONS OF SALE OF XXIMO MOBILITY CARD SERVICES

These Terms and Conditions apply to the use of the XXImo Mobility Card Services.

Article 1. Definitions

In these Terms and Conditions of Sale the following concepts, always indicated with a capital, have the following meaning:

Agreement:	the customer agreement between Customer and XXImo based on which XXImo provides the Service to the Customer;
Card:	a payment and / or identification means issued by or on the request of XXImo, such as but not limited to a card, token, payment option in app, payment card and / or public transport chip card;
Card Company:	issuer of prepaid payment cards ('Imagor');
Card Holder:	the natural person indicated by the Customer who is entitled to use components of the Service and with the Card is able to use Mobility Services;
Customer:	the natural person acting in the exercise of a job or company or the legal entity who reached an Agreement with XXImo for the purchase of a Service;
Imagor	Imagor SA, a Belgian limited liability company regulated and authorized by the National Bank of Belgium (de Berlaimontlaan 14, 1000 Brussels, Belgium) under registration number 161302 and permitted to issue e-money, having its registered office at 15 Boulevard de la Plaine, 1050, Brussels (Belgium), registered at BCE under number 0461.328.436, RPM Brussels. The license of Imagor SA may be checked on the following website: www.nbb.be ;
Management Platform:	secure part of the Website where the Customer is able to have a look at and manage the use of the Mobility Services of the Card Holders;
Mobility Services:	services offered by the Acceptors;
Acceptor:	acceptor of Cards and/or supplier of Mobility Services;
Product Description:	the description on the website www.xximo.be of the specifications, operation and rates of the Card as among other things included in the Agreement;
Prefunded Balance:	a balance paid in advance by the Customer to Imagor, expressed in euros, for use of the Mobility Services;
Service:	the XXImo services relating to the management and the financing of mobility services including the provision of the Card;
XXImo:	'XXImo BVBA', a private company with limited liability registered with the register of legal entities (Brussels) under number 0501.639.062, with registered office at Pleinlaan 15, 1050 Brussels and appointed as distributor of e-money by Imagor S.A.
Terms and Conditions of Sale:	these general terms and conditions, regardless of the format in which they are provided;
Transaction:	a payment or purchase of goods or services made with the Card;
Webportal:	secure part via www.xximo.be on which the Card Holders are able to view their Transactions and applicable settings;
Website:	the website www.xximo.be .

Article 2. Application Terms and Conditions of Sale and Agreement

- 2.1 These Terms and Conditions of Sale apply to all quotes and Agreements relating to the provision by XXImo of the Services for the Customer, regardless of whether they were verbal, in writing, electronically or any other format. The Terms and Conditions of Sale also apply to any later Agreements between XXImo and the Customer, unless explicitly agreed otherwise in writing.
- 2.2 All quotes made by XXImo are without obligation and can be revoked at all times by XXImo before the Agreement has been reached. Agreements are reached when XXImo has accepted the Customer's registration by means of a written or electronic confirmation. XXImo is entitled at all times to refuse a Customer without specifying any reason.
- 2.3 The Customer is not entitled to transfer the rights and obligations arising from the Agreement to a third party, unless explicitly agreed otherwise in writing by the Customer and XXImo.

Article 3. Services

- 3.1 During the term of the Agreement, XXImo shall provide the Services in accordance with the specifications included on the website www.xximo.be and the Terms and Conditions of Sale. The Terms and Conditions of Sale are therefore a component of the Agreement and apply to the provision of the Services and the Cards by XXImo.
- 3.2 XXImo shall ensure the Customer has access to the Management Platform and the Webportal and that the Customer is able to purchase Mobility Services from the Acceptors with the Card. XXImo and/or Imagor cannot be held liable for the actions, or lack thereof, of Acceptors.

- 3.3 All delivery times specified by XXImo have been determined to the best of their knowledge based on the information known to XXImo when the delivery time was specified. Exceeding the terms of delivery once does not mean XXImo is in default.

Article 4. Management Platform and Webportal

- 4.1 Within the context of the Service, XXImo provides an URL of the Management Platform and the Webportal to the Customer, as well as an access code and password with which the Customer and/or the Card Holders have access to the Management Platform and the Webportal.
- 4.2 Via the Management Platform the Customer is able to manage its own use of Cards and Mobility Services as well as the Card Holders' use of Cards and Mobility Services. The Customer can also give the Card Holders access to a secured part of the Management Platform ("Webportal") by giving them an access code and password. Card Holders can use this access to view their use of the Mobility Services. The access codes and passwords are strictly personal and need to be treated confidentially.
- 4.3 The Customer guarantees that it, as well as the Card Holders, shall only use the Management Platform and the Webportal for the purchase of the Service and for own, internal usage and that they will respect all supplementary guidelines and terms and conditions (of Sale). The Customer is liable for all the use, and the costs thereof, of the Management Platform and Webportal via the access codes and passwords given to the Customer and the Card Holders and is obliged to carefully handle the access code(s) and password(s) and to protect them against unauthorised use.
- 4.4 XXImo does not guarantee that the Management Platform and the Webportal can be used at all times without interruption.

Article 5. Requests and use of Cards

- 5.1 Via the Management Platform the Customer can request Cards for its Card Holders at XXImo. The Customer must completely fill out the application form in question for this.
- 5.2 During the application process and afterwards additional documentation and information can be requested from the Customer or Card Holder by XXImo and/or the Card Company.
- 5.3 The Customer ensures that it has verified the identity of each Card Holder in accordance with standard industry practice and applicable law and remains fully compliant with all legal and regulatory requirements.
- 5.4 After conclusion of the agreement between XXImo and the Customer, XXImo will provide the Card based on the data supplied by the Customer and send it to the Customer, unless explicitly agreed otherwise in writing. The Card is and remains the property of the Card Company.
- 5.5 The Card is valid for a period up to sixty months, as printed on the Card, and card limits are set by the Client at a maximum of EUR 5,000.– (five thousand euros) per Card.
- 5.6 Imagor will make the balance available on the Cards without delay after the Customer's payment.
- 5.7 The Card is placed at the disposal of the Card Holder by the Customer for the exclusive purpose of settling the purchase of the Mobility Services.
- 5.8 In the event that the Cards are not available when the order is processed, XXImo shall inform the Customer as quickly as possible by telephone, e-mail or mail and to inform the Customer when the Cards will be available. The Customer has the right to accept or to refuse this new time limit. If he refuses, the order is cancelled and already made payments will be fully reimbursed to the Customer.
- 5.9 The Card Company and/or XXImo may withdraw the Card from the Card Holder and the Customer in case of use that does not comply with the Agreement or these Terms and Conditions of Sale, in the event of fraudulent use or to comply or non-compliance with applicable laws. The Card Company and/or XXImo may also refuse to issue or replace a Card if it is suspected that the Card is being used in an unauthorized or fraudulent manner.
- 5.10 The e-money on the Card is charged by the Customer and is the property of the Customer. The Card Holder shall only be entitled to have a drawing right on the balance of the Card granted by the Customer.
- 5.11 The transfer of risk takes place at the moment the Cards are handed over to the Customer.
- 5.12 In the event that the Customer notices that a Card is damaged upon receipt of the Card, the Customer must contact XXImo's servicedesk on the day of delivery. This process will enable the Customer to request that his Card will be exchanged. Claims that are based on damaged cards will only be accepted if forwarded to XXImo on the day of delivery. All other claims relating to the purchase of the Card may be sent within a maximum period of three months from the date of the order. Postal address is Pleinlaan 15, 1050 Brussels. All claims are forfeited after this period of three months has expired.
- 5.13 Card balances can only be returned by bank transfer to the Customer's bank account as known by XXImo.
- 5.14 The Customer is fully responsible for the dissemination of the Card(s) amongst the Card Holder(s).
- 5.15 The Customer is fully responsible to prevent those Card Holder(s) that was/were employed by him from any abusive use of the Card(s). In case of an abuse, the Customer will immediately inform XXImo.

Article 6. Payment facility

- 6.1 The Card can be used in the territory as specified in the table of charges as attached to the Agreement for purchasing products and services from Acceptors, under the condition that these Acceptors accept Visa business cards, the Prefunded Balance of the Card is sufficient to pay the Transaction with the Card and the Card Holder is authorised for such a Transaction. The Card is not a credit card and payments with the Card cannot be made as long as no Prefunded Balance has been posted to the Card by the Customer. Neither Imagor nor XXIImo grant to the Customer or Card Holder any form of credit in the context of the Card or Transactions. In accordance with article 77 §5, of the law of 21 December 2009 on payment institutions and e-money institutions, neither the Card nor the Prefunded Balance are "repayable funds/deposits" within the meaning of Belgian laws and regulations.
- 6.2 Cards are not transferable or usable by others than Card Holders as nominated by the Customer and notified to XXIImo. The Card is issued by the Card Company to the Customer and not directly to the Card Holders. The Card can only be used by the Card Holder and expires on the date that is indicated on the front of the Card. The Customer receives, prior to the expiration of the period of use of the Card, automatically a new Card for that Card Holder, unless the Customer and/or Card Holder has indicated in writing to XXIImo that they wish to terminate the use of the Card by the Card Holder. The use of all Cards issued to the Customer will furthermore be cancelled notwithstanding other mentioning of the expiration date on the physical Cards issued to the Customer, if the Agreement is terminated on the regular termination date or at earlier termination of the Agreement. From the date of termination of the Agreement, all Cards issued to the Customer will automatically be blocked and the Card Holders will no longer be able to use the Cards as a payment means. The Card may not be used for any illegal activities. The Customer and the Card Holders have to comply with all laws and regulations, in all jurisdictions where the Card is used.
- 6.3 Imagor and/or XXIImo acting as a distributor for Imagor may, without notice, suspend its service under the Agreement and block the Card(s) issued to the Customer, in all the cases referred to in Article 6.2 of these Terms and Conditions of Sale. XXIImo and/ or Imagor do not warrant that the Card, the Prefunded Balance and related services can be used without interruption or malfunctioning.

Article 7. Mobility Services

- 7.1 Using the Card, the Customer (for the Card Holders) is able to order and purchase agreed Mobility Services from the Acceptors.
- 7.2 The Customer shall always enter into an agreement for the Mobility Service with the Acceptor in question by making a Transaction.

Article 8. Provision of invoice

- 8.1 The amounts spent by the Customer for the purchased Mobility Services by the Customer itself and its Card Holders, shall be invoiced to the Customer by XXIImo, on behalf of the respective Acceptors.
- 8.2 XXIImo sends a monthly invoice to the Customer via the Management Platform. This invoice includes the following amounts:
- amounts spent for the purchased Mobility Services;
 - owed amounts for the reload of the Prefunded Balance;
 - owed amounts for the purchase of the Service.
- The information in XXIImo's administration shall be used for the invoice.

Article 9. Obligations of the Customer

- 9.1 The Customer guarantees that all obligations arising from these Terms and Conditions of Sale of XXIImo shall also be imposed on the Card Holder. Under no circumstance can the Customer give undertakings or guarantees that go further than the Agreement and the Terms and Conditions of Sale provided by XXIImo.
- 9.2 The Customer must immediately notify all possible complaints of Card Holders relating to the Cards to XXIImo in order to discuss the steps the Customer can take to handle the complaints.
- 9.3 The Customer shall not provide Cards to Card Holders of which it knows or suspects that they are involved in fraudulent practices and it shall oblige the Card Holders to take the necessary measures to prevent theft, loss or damage of - or fraud with the Cards.
- 9.4 The Customer takes care that all data and information (including bank details and mutations thereof) required for the provision of the Services are correct and complete and are provided within the terms specified by XXIImo or Imagor and in the agreed way to XXIImo and Imagor respectively and comply with the agreed (technical) requirements.
- 9.5 The Customer guarantees that it has obtained all legally valid and required consent of the Card Holders for the use and transfer of their data and that it complies with all applicable privacy regulations in this respect.
- 9.6 The Customer shall immediately inform XXIImo of any information requests from law enforcement agents, except where to do so would contravene a direct request from a competent regulatory authority and/or result in a breach of the anti-money laundering regulations.

Article 10. Transactions & Prefunded Balance

- 10.1 For each Transaction the Card Holder's authorisation is required. Card Holder provides authorisation using the personalised security features. Once the authorisation is given for a Transaction, XXImo can no longer block clearing and settlement of the payments to the Acceptor.
- 10.2 XXImo may assume that a Card Holder, as authorised by the Customer, has given consent to the Transaction and that the Transaction is authorised if:
- the magnetic stripe on the Card was swiped by a card reader or if the Card is entered in a chip reader or kept against a (contactless) chip reader; or
 - the PIN-number, linked to the Card, is entered in the acceptance system of the Acceptor; or
 - relevant information was supplied to the Acceptor that allows the Acceptor to process a Transaction or to initiate a payment transaction, e.g. by providing the CVC/CVV-code to the Acceptor in case of an internet transaction or another transaction without physical presence of the payer and beneficiary of the payment.
- 10.3 In principle, authorisation of a transaction is passed to XXImo by means of the electronic message traffic through the network. The procedure of authorising the Transaction by the Card Holder also includes a verification of the Prefunded Balance. If there is no sufficient Prefunded Balance for a Transaction, the Transaction will not be executed. If the Transaction, absent sufficient Prefunded Balance, is nevertheless settled resulting in a payment to the Acceptor, this will generally mean that no formal authorisation process has taken place. In such cases XXImo will endeavour to cancel the relevant Transaction and/or cause the Acceptor to repay if the Transaction has resulted into settlement of cleared funds to the benefit of the Acceptor, unless there is abuse of the Card by the Card Holder or there is loss or theft of the Card and/or personalised security and that loss or theft is not reported by the Customer and/or the Card Holder. In cases where the amount of the Transaction cannot be collected from the Acceptor in cases of abuse of the Card, loss or theft of the Card and/or the personalised security and that loss or theft is not reported by the Customer and/or the Card Holder, the Customer is without limitation liable for the damage suffered by XXImo.
- 10.4 XXImo will carefully investigate every notification regarding an unauthorised Transaction. XXImo shall at all times be entitled to block a Transaction authorised by a Card Holder. Blocking can take place in any case, based on:
- the safety of the Card;
 - the presumption of non-permitted or fraudulent use of the Card;
 - if the use of the Card(s) and related services is unlawful, illegal or non-permitted;
 - the risk that the Customer is not able to meet its payment obligation arising from the use of the Card(s) or neglects to supplement the Prefunded Balance in a timely manner;
 - in case of termination of the Agreement, whether or not prior to its maturity, and the subsequent blocking of the Card(s);
 - the suspicion that the Customer breaches the Agreement and/or these Terms and Conditions of Sale;
 - the suspicion that the Card Holder breaches Agreement and/or these Terms and Conditions of the Sale as agreed between the Customer and XXImo and/or the agreement and/or the terms and conditions as entered into by the Customer and the Card Holder.
- XXImo will inform the Card Holder and the Customer as soon as possible about the blocking of the Card and the reasons for it, unless that it is contrary to objectively justified security reasons or is prohibited under other applicable laws.
- 10.5 The Prefunded Balance will be periodically, automatically topped up to the agreed card limit by direct debit from the bank account agreed with the Customer. The Customer hereby authorizes Imagor, acting on behalf of XXImo, and XXImo to set up a direct debit mandate by enclosing a completed SEPA direct debit mandate form attached to the Agreement and shall also ensure that sufficient funds are always available in the bank account from which the Prefunded Balance is to be topped up. In the event of a direct debit payment failing due to insufficient funds, the Customer shall be charged an administration fee of EUR 5.00 (five euro) (without prejudice to the collection of any damages incurred).
- 10.6 XXImo is entitled to set off any amount which is owed by the Customer to it, due to a negative balance on a Card issued to a Card Holder with a positive balance on a Card that is issued to another Card Holder. Prefunded Balance is not regarded as an interest-bearing deposit held at Imagor. The amount of each Transaction and the associated costs are immediately deducted from the Prefunded Balance.
- 10.7 If the Customer believes that an unauthorised or erroneous payment has been charged against the Prefunded Balance, for which he or she is entitled to seek reimbursement, he/she should immediately, and no later than within thirty days, notify XXImo of the relevant direct debit transaction. If the Customer fails to meet the previous obligation to notify within the deadlines imposed, the right to any refund of unauthorised or incorrectly executed payments shall expire irrevocably. XXImo has the right, during the period by which the Customer can make use of his refund rights, to reserve the amount of the transaction and not to add it to the Prefunded Balance, even if that means that Transactions cannot be performed with the Cards.
- 10.8 The Prefunded Balance represents the value of the e-money in circulation via the Card by the Card Holders(s) that on behalf of the Customer can be used as payment means. The claim of the Customer to convert e-money pursuant to article VII.61 of the Belgian Code of Economic Law decreases proportionally after using the e-money by the Card Holder as a result of Transactions.

- 10.9 Upon termination of the Agreement, the Customer is automatically entitled to the conversion claim as referred to in article VII.61 of the Belgian Code of Economic Law for the sum of the then outstanding Prefunded Balance. The amount of the claim by the Customer, with exclusion of all other means, is proven by the records of XXImo.
- 10.10 XXImo has the right to suspend the payment of the conversion claim to the Customer with a maximum period of two months for processing of Transactions to be set off from the Prefunded Balance.

Article 11. Intellectual property rights

- 11.1 The intellectual property rights to all Services (including Webportal, Management Platform and the Cards) which XXImo makes available under the Agreement remain with XXImo or the third party from whom XXImo obtained the right to make (part of) these Services available to the Customer. During the term of the Agreement XXImo grants the Customer a non-exclusive and non-transferable right to use the Service within its company and for the agreed objectives.
- 11.2 The Customer and the Card Holder do not acquire a right to use the intellectual property rights of XXImo and/or the Card Company.

Article 12. Data Privacy

- 12.1 For the purpose of this clause, the words "data", "data controller", "data processor" and "personal data" shall have the meanings given to them in the Belgian data protection law.
- 12.2 The Customer and XXImo are each independently the data controller of all personal data of Card Holders they provide to each other in the context of the Agreement, the provision of the Service and the delivery of the Card ("Employee Data" and "Card Holder Data"). In order to give shape to this relationship, the Parties conclude a Controller-to-Controller Agreement.
- 12.3 Each Party warrants to the other that it shall:
- comply, and shall procure the compliance of its personnel, with the Agreement, Controller-to-Controller Agreement and Terms and Conditions of Sale;
 - use appropriate technical and organisational security measures against unauthorised or unlawful processing of the Card Holder Data and Employee Data (as applicable) and against accidental loss or destruction of, or damage to, such Card Holder Data and Employee Data; and
 - not make any changes to its information security measures that would materially increase the risk of unauthorised access to any Card Holder Data or Employee Data (as applicable) unless required by Belgian applicable data privacy protection law.
- 12.4 The Customer shall (amongst other things) ensure that it has a valid legal ground for processing with regard to the sharing of personal data with XXImo to enable XXImo to comply with its obligations pursuant to this Agreement.
- 12.5 The Customer acknowledges that in order to execute the Services under this Agreement, Employee Data will be shared with Imagor and XXImo and used to create some of the Card Holder Data. Card Holder Data will be shared with the Imagor, XXImo and other third party service providers in order to operate the Cards and otherwise carry out the Services under this Agreement.

Article 13. Fee and payment

- 13.1 For the provision of the Service, the Customer owes XXImo the fees as agreed in the Annex to the Agreement. All fees owed to XXImo are, in so far not explicitly specified otherwise, in euros, exclusive of VAT and other levies. XXImo is entitled to demand advance payment of the owed fees from the Customer. XXImo is entitled to annually index the fees for the Service and to change this fee by adding this supplement. This change will be notified to the Customer in writing two months before it is implemented.
- 13.2 The Customer is obliged to provide an (ongoing) authorisation for automatic transfer for all fees owed to XXImo relating to the Agreement.
- 13.3 If the Customer opts for having the balance of the Card transferred to a bank account, EUR 20.00 (twenty euros) is charged to the Customer for administrative costs.

Article 14. Imagor and XXImo

- 14.1. Imagor is supervised as an Electronic Money Institution, regulated by the National Bank of Belgium. As an Electronic Money Institution under the supervision of an authority in a Member State of the European Economic Area, Imagor is allowed under its license to provide certain payment instruments, to issue e-money and to issue and manage other payment means in Belgium. In that respect XXImo has been appointed distributor of e-money by Imagor and has been notified as such to the National Bank of Belgium.

- 14.2 In connection with the Card, XXImo acts solely in relation with the Customer and not in relation with the Card Holders. The Customer as a non-consumer (within the meaning of applicable Belgian law) and XXImo hereby expressly agree that, unless expressly otherwise provided in the Agreement and/or these Terms and Conditions of Sale the following provisions of the Belgian Code of Economic Law do not apply in their relationship: article VII.4 through VII.26, article VII.27 §3, article VII.28, article VII.34, article VII.36 through VII.38, article VII.41, article VII.49 through 51 and article VII.55 §1.
- 14.3 XXImo and the Customer further agree that the provisions with regard to the content and delivery of the information to be provided pursuant to Title III of the European Payment Services Directive or the relevant provisions under Belgian law (implementing the aforementioned Directive) do not apply in their legal relationship, unless expressly provided for otherwise in the Agreement.
- 14.4 In case of a bankruptcy of XXImo, Imagor will refund the e-money to the Customer.

Article 15. Liability

- 15.1 XXImo's liability for attributable shortcomings or unlawful actions is limited to the amount specified by XXImo's third-party insurance in that specific case, to be increased with the amount of the deductible.
- 15.2 If XXImo's third-party insurance in a specific case regardless of reason does not provide any coverage, or the damage in question is not covered by insurance, XXImo's liability is limited to an amount of at most the total fees invoiced to the Customer by XXImo over a period of six months prior to the event from which the liability arises for the purchase of the Service, with a maximum amount of EUR 20.000,00 (twenty thousand euros) per event, and whereby a series of events is considered as one event.
- 15.3 Imagor and XXImo shall not be held liable for the quality, safety, legality or any aspect of any Mobility Services purchased with the Card. In no event shall the liability of Imagor or XXImo be incurred with regard to disputes with the Acceptors.
- 15.4 XXImo is never liable for consequential loss on business interruption, consequential damages or indirect damage, unless it is caused by an intentional act or gross negligence on the part of XXImo.
- 15.5 If the Customer is of the opinion that the Service provided by XXImo, or the charged amount, does not comply with what the parties agreed, the Customer must notify XXImo of this in writing within thirty days after provision, or thirty days after the moment when the Customer in all reasonableness should have known about the determined shortcoming
- 15.6 Every claim for damages against XXImo expires, except those accepted by XXImo, by the simple lapse of six months after the Customer discovered the damage or in all reasonableness should have discovered.

Article 16. Non-disclosure

- 16.1 During the term of the Agreement and a period of five years after termination, the parties shall not disclose any confidential information they received about (the company of) the other party. The Parties shall also impose this obligation on their employees as well as any contracted third parties in pursuance of the Agreement between the parties.
- 16.2 Information is confidential from the moment it is indicated as such by one of the parties.
- 16.3 Card Holder and Employee Data are always considered to be confidential, except in the cases where any legitimate authority enforces XXImo or Imagor S.A. to do so.

Article 17. Suspension or refusal

- 17.1 XXImo is entitled to wholly or partly suspend the execution of the Agreement if the Customer and/or the Card Holder fail to respect any obligation arising from the Agreement and/or the applicable Terms and Conditions of Sale.
- 17.2 XXImo reserves the right to suspend or to refuse all orders made by a Customer with whom there already exists a payment dispute for a previous order until this previous order has been paid, regardless of the method of ordering and/or payment. The same right is reserved for cases of evidence that gives XXImo reason to believe that XXImo is obliged to suspend or refuse all orders due to Anti Money Laundering legislation.

Article 18. Term and termination

- 18.1 The Agreement is entered into between the parties for the agreed term, failing which a term of three year applies. After this term the Agreement is always automatically extended for a term of one year, unless the Agreement was terminated by one of the parties in writing at least six months before the end of the current term.
- 18.2 Either party is entitled to dissolve the Agreement extra-judicially if the other party fails imputably to respect the essential obligations relating to the Agreement and this shortcoming, after properly receiving a written notice of default, is not remedied within a reasonable period of time.

- 18.3 XXImo is entitled to terminate the Agreement with immediate effect, without requiring any notice of default and without XXImo being liable for damages vis-à-vis the Customer because of this, if:
- XXImo has reasonable ground to suspect unauthorized use of the Card and/or fraudulent action by the Card Holder;
 - the Customer is granted provisional or final suspension of payment;
 - legal debt restructuring is applicable to the Customer;
 - the Customer's bankruptcy has been requested or pronounced;
 - the Customer's company is liquidated or terminated.
- All this is without prejudice to XXImo's right to compensation for the suffered damage following the premature termination of the Agreement.
- 18.4 Termination of the Agreement does not discharge the Customer from any payment obligation for services already provided by XXImo, unless XXImo is in default regarding a particular Service. Amounts that XXImo already invoiced prior to the termination regarding the execution of the Agreement are immediately due and payable at the time of the termination.
- 18.5 XXImo will be entitled to terminate (1.) the Agreement with the Customer or the Cardholder's right of use, and/or (2.) to block (part of) and/or limit access to the Service(s) if:
- a. a Customer or Cardholder restricts or impedes the processing of personal data by XXImo in any way, which includes the exercise of the rights granted to the involved parties under the General Data Protection Regulation, from the moment the restriction is effective; and
 - b. XXImo has reasonable grounds to do so; and
 - c. the processing by XXImo is required (1.) on a statutory basis; or (2.) for the performance of an agreement, or (3.) on the grounds of a legitimate interest of XXImo.

Article 19. Loss, theft or damage to the Card

- 19.1 The Customer and/or Card Holder informs XXImo without undue delay by telephone or via Management Platform or Webportal of the (presumed) loss, theft or unlawful or non-authorized use of the Card or the personalised security features. The Card will then be blocked as soon as possible to make further use impossible.
- 19.2 The Customer and Card Holder are obliged to provide all details in writing as soon as possible about the loss, theft or misuse of the Card and to provide all necessary cooperation with an investigation conducted by Imagor, XXImo or the police.
- 19.3 Neither XXImo nor the Card Company will or can be held responsible for theft, destruction, falsification, fraud or negligence after transport has been completed and the Cards have been handed over to the Customer.
- 19.4 Reporting of a lost or stolen Card will entail the immediate cancellation of the Card. A new Card will only be issued at the same conditions after prior approval by the Customer.

Article 20. Final provisions

- 20.1 If any provision of these Terms and Conditions of Sale is invalid or declared void, the other provisions of these Terms and Conditions of Sale shall remain in force.
- 20.2 The Terms and Conditions of Sale can be modified by XXImo. The change shall be notified via the Website or in another way to the Customer. If the Customer does not want to accept the change, it is entitled to terminate the Agreement in writing within 30 days after the notification on the date on which the change will take effect.
- 20.3 The offers, quotes, agreements and other legal acts concerning provision of Services by XXImo are governed by Belgian law.
- 20.4 In the event of a discussion arising with regard to the accuracy and/or interpretation of the text as stated in the "Klantovereenkomst XXImo Mobility Card Services" or "Contrat de Client pour les Services de XXImo Mobility Card" ("Agreement") and/or "Verkoopsvoorwaarden XXImo Mobility Card Dienstverlening" ("Verkoopsvoorwaarden") or "Conditions Générales de Vente des Services de XXImo Mobility Card", then the text as stated in the "Customer Services Agreement XXImo Mobility Card Services" and/or "Terms and Conditions of Sale XXImo Mobility Card Services" will apply.