

Product Conditions of NS OV-fiets B.V.

Page 1 of 8



TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS

ARTICLE 2: APPLICABILITY

ARTICLE 3: THE SUBSCRIPTION

- 3.1: The offer
- 3.2: The order
- 3.3: Formation of the Subscription
- 3.4: Term and termination of the Subscription
- 3.5: Obligations of NS OV-fiets
- 3.6: Obligations of the Contractor
- 3.7: OV-ebike pilot

ARTICLE 4: THE RENTAL AGREEMENT

- 4.1: Formation of the Rental Agreement
- 4.2: Term and termination of the Rental Agreement
- 4.3: Obligations of NS OV-fiets
- 4.4: Obligations of the Contractor
- 4.5: Damage to and repair of the OV-bike
- 4.6: Loss and theft

ARTICLE 5: GENERAL PROVISIONS

- 5.1: Data and data protection
- 5.2: Payment and invoicing
- 5.3: Late payment
- 5.4: Liability
- 5.5: Non-performance
- 5.6: Complaints
- 5.7: Dispute resolution
- 5.8: Changes
- 5.9: Governing law

ARTICLE 1: DEFINITIONS

Subscription:	the agreement between NS OV-fiets and the Contractor under the terms of which the Contractor acquires the personal and non-transferable right to activate an OV-chipkaart, in order to rent or cause to rent a maximum of two (2) OV-bikes at the same time.
Activate:	the operation making the Subscription ready for use.
Contractor:	a natural person, not acting in the course of a profession or business, who has contacted NS via www.ns.nl , www.mijnns.nl or NS Customer Service (+31(0)30-751 51 55, local rate) and has agreed on a Subscription with NS OV-fiets.
Rental Agreement:	the agreement under the terms of which the Contractor rents an OV-bike from NS OV-fiets.
Supplier:	the external organisation from which NS purchases OV-ebike bicycles for the purpose of the OV-ebike pilot.

Product Conditions of NS OV-fiets B.V.

Page 2 of 8



NS OV-fiets:	NS OV-fiets B.V., with its registered office in Utrecht (NL), listed under number 30233239 in the Commercial Register of the Chamber of Commerce, being the rental company from which you can rent the OV-bike.
NSR:	NS Reizigers B.V., with its registered office in Utrecht (NL), listed under number 30124362 in the Commercial Register of the Chamber of Commerce, being the entity that is responsible for customer contact and debt collection on behalf of NS OV-fiets.
OV-chipkaart:	the chargeable and contactless chipkaart showing the OV-chipkaart logo, which can be used on public transport to make payments and/or as a ticket.
OV-ebike:	electric public transport bicycle offered for rent by NS OV-fiets to a Contract Holder, hereinafter referred to as OV-ebike.
OV-fiets:	bicycles offered for rent by NS OV-fiets to a Contract Holder, including the OV-ebike unless an exception is explicitly made for the OV-ebike in these Product Terms and Conditions, where reference is made to OV-fiets for the relevant provision.
OV-fietslot:	the electronic bicycle lock for the OV-bike that is opened and closed by means of a personal OV-chipkaart with an OV-bike Subscription. No OV-ebike lock is used for the OV-ebike.
Lock:	the bicycle lock of the OV-bike that is opened and closed by means of a regular bicycle key supplied with the OV-bike.
Portal:	digital access to a personal account that every Contractor receives when taking out a Subscription.
Product Conditions:	the Product Conditions of NS OV-fiets B.V.
Rates List:	the list specifying the rates charged for Subscriptions, for renting an OV-bike and/or Accessories, the amount payable in case of loss and/or theft of any item rented from NS OV-fiets, damages, surcharges and the like. The Rates List can be inspected on the website www.ns.nl/ov-fiets .
Verification Fee:	the annual fee payable as per the Rates List for the purpose of verifying personal and payment details.

ARTICLE 2: APPLICABILITY

These Product Conditions apply to all Subscriptions concluded with Contractors and to all Rental Agreements.

ARTICLE 3: THE SUBSCRIPTION

3.1: The offer

1. The offer made by NS OV-fiets for a Subscription contains at least the following information:
 - a. The Verification Fee and the payment method.
 - b. The Rates List plus the other rates.
 - c. The term of the Subscription.
 - d. The conditions and notice period to be observed when terminating a Subscription.
 - e. These Product Conditions.
2. In addition, an offer for a Subscription contains that information on the rental of an OV-bike which is relevant to the prospective Contractor in order to decide whether or not they wish to take out a Subscription and assume the associated obligations.

Product Conditions of NS OV-fiets B.V.

Page 3 of 8



This includes in any case:

- a. The locations where OV-bikes can be rented and, insofar as reasonably possible, their current opening hours.
- b. The rental and the payment method.

3.2: The order

A prospective Contractor orders the Subscription in the manner specified at www.ns.nl/ov-fiets.

3.3: Formation of the Subscription

1. The Subscription is formed at the moment that the prospective Contractor has paid the Verification Fee for the first subscription year via iDeal and has received confirmation by email from NSR that their Subscription has been activated on their OV-chipkaart. If the Subscription is taken out as an 'extra option' to a travel subscription of NSR, the day on which the Subscription takes effect is the same as the day of the month on which the travel subscription with NSR takes effect.
2. The Contractor can cancel ('ontbinden') the Subscription within 14 business days of it being taken out, without having to state any reasons, by unambiguously informing the NS Customer Service thereof (+31(0)30-751 51 55, local rate). When exercising the right to cancel the Subscription, the Contractor will owe an amount proportionate to that part of the obligation already fulfilled by or on behalf of NS OV-fiets at the moment the aforementioned right is being exercised. In that case, the Contractor does not owe any Verification Fee. If a Contractor has any items belonging to NS OV-fiets in their possession at the time of cancellation, such items must be returned immediately.

3.4: Term and termination of the Subscription

1. The Subscription is taken out for a period of one year.
2. Upon expiry of the first year, the Subscription will be renewed indefinitely.
3. After expiry of the first year, the Contractor can terminate the Subscription to take effect on the same day of the month as the day on which the Subscription commenced. If the Subscription is taken out as an 'extra option' to a travel subscription of NSR, the day of the month on which the Subscription takes effect is the same as the day of the month on which the travel subscription takes effect.
4. The Subscription can be terminated by telephone (24/7, via number + 31(0)30-751 51 55), in writing via NS Customer Service, Subscription dept., PO Box 2368, 3500 GJ Utrecht (NL) or online via the Customer Service on www.ns.nl/ov-fiets.
5. NS OV-fiets has the right to terminate the Subscription with due observance of a 3-month notice period.
6. Without prejudice to the provisions of Article 5.5 (2), the Contractor can terminate the Subscription early if the subscription rate and/or the rental of an OV-bike is increased and/or the Product Conditions are amended. In case of such increase and/or amendment, the Contractor must give notice of termination of the Subscription to NS OV-fiets by contacting the NS Customer Service (+31(0)30-751 51 55, local rate). The notice of termination must be given within three (3) months of publication of the changed rates or amended conditions in the manner prescribed in Article 5.8. NSR will send the Contractor a confirmation of receipt of the notice of termination.
7. For more information on terminating a Subscription upon death, please contact the NS Customer Service (+31(0)30-751 51 55, local rate). Upon the death of a Contractor, the Subscription will end at the moment the Subscription is blocked on the activated OV-chipkaart(en).

3.5: Obligations of NS OV-fiets

1. During the term of the Subscription, NS OV-fiets must make available such number of OV-bikes as it reasonably expects to be necessary to meet the demand of (all) Contractors. NS OV-fiets does not have an obligation to have OV-bikes available for (all) Contractors at all times. This Article 3.5(1) does not apply to the OV-ebike, for which reference is made to Article 3.7(3).

Product Conditions of NS OV-fiets B.V.

Page 4 of 8



2. If and insofar as NS OV-fiets uses the services of third parties, it must enable such third parties to meet the obligations of NS OV-fiets under the terms of the Subscription.
3. NS OV-fiets is not liable for any damage or loss sustained by a Contractor arising from the (temporary) unavailability of an OV-bike at a particular location.
4. The Contractor indemnifies NS OV-fiets from any third-party claim arising from the fact of (temporary) unavailability of an OV-bike at a particular location.

3.6: Obligations of the Contractor

1. The Contractor must pay the Verification Fee annually.
2. As soon as a Rental Agreement is formed via an OV-chipkaart activated by the Contractor, the Contractor is obliged to pay the rental as specified in the Rates List.
3. The Contractor must report any loss or theft of an OV-chipkaart activated for the purpose of renting an OV-bike as soon as is reasonably possible. This can be done via the NS Customer Service (+31(0)30-751 51 55, local rate). The Contractor should ensure that the card is blocked as soon as possible and should apply for a new OV-chipkaart at OV-chipkaart Customer Service via 0900-0980 (not available from outside the Netherlands). As of the following day, the OV-chipkaart will be protected from unauthorised use. The OV-chipkaart Customer Services needs at most 10 business days to provide the Contractor with a replacement OV-chipkaart. This period commences at the time of receipt of the application for a replacement OV-chipkaart.
4. From the moment of theft or loss until the moment of reporting the incident as referred to in paragraph 3, the Contractor will be liable for the consequences of any unauthorised use of the OV-chipkaart. Liability will be limited to the then prevailing purchase value of the OV-bikes rented. The Contractor is not liable for the consequences of unauthorised use arising after the moment the theft/loss has been reported.
5. Contrary to the provisions of paragraph 4, the Contractor will be fully liable for the consequences of unauthorised use if NS OV-fiets can prove that the Contractor has failed to meet the obligations set out in paragraph 3 of this Article.
6. The Contractor indemnifies NS OV-fiets for any third-party claim for loss as a result of breach of the Product Conditions by the Contractor.

3.7 OV-ebike pilot

NS OV-fiets is running a pilot for the rental of electric OV-fiets, known as OV-ebikes. Around 30 OV-ebikes will be made available to Contract Holders at four stations during the pilot period. More information, including the start date and duration of the pilot, as well as the locations where the OV-ebike is available, can be found at www.ovfiets.nl/ov-ebike. The aim of the pilot is to investigate whether and how the OV-ebike can be a valuable addition to the current range of ov-fiets chain services.

These Product Terms and Conditions apply to the pilot, and relevant provisions regarding the OV-ebike are integrated into the Product Terms and Conditions.

1. With an OV-chip card activated by the Contract Holder on which/where an OV-ebike subscription has been activated, the Contract Holder can rent an OV-ebike at the designated locations that are temporarily making OV-ebikes available. Unlike a regular OV-fiets (i.e. not an OV-ebike), an OV-ebike must be returned to the same location from which it was taken.
2. Different rates apply for renting an OV-ebike than for renting a regular OV-fiets (not an OV-ebike). The rates for the OV-ebike, as well as the costs in the event of loss and/or theft of an OV-ebike, are specified in the Rates List.
3. Around 30 OV-ebikes will be provided at each of the four stations. NS OV-fiets is therefore obliged with regard to the OV-ebike, during the term of the Subscription within the pilot period, to make available as many OV-ebikes as can reasonably be expected to meet the demand of (all) Contract Holders, and NS OV-fiets is not obliged to have an OV-ebike available for (all) Contract Holders at any one time.

Product Conditions of NS OV-fiets B.V.

Page 5 of 8



4. In addition to Article 4.3(a), the OV-ebike will be fitted with fully charged bicycle battery when issued. The Contract Holder is expressly prohibited from charging the bicycle battery that is part of the OV-ebike themselves. The bicycle battery may only be charged by NS OV-fiets and the persons it designates for this purpose. NS OV-fiets does not accept any liability for injury or damage to persons or property as a result of or in connection with the bicycle battery being charged by the Contract Holder in violation of this provision.
5. Further to Article 4.3(a), the OV-ebike will also be fitted with a GPS transmitter that sends location (GPS) data to the supplier of the OV-ebike. The GPS tracking is aimed at mapping out the research objectives set for this pilot regarding usage, travel distances and speed. In addition, this transmitter can be used to find the means of transport in the event of theft.
To handle this location data with care, we have chosen a solution where we separate personal data from location data to ensure traveller privacy. This separation of personal and location data ensures that NS and its suppliers do not have the opportunity to find out where individual travellers are or have been. NS knows who is on a bike, but not where the bike is. The supplier of the OV-ebike knows where the OV-ebike is, but not who is on it. NS will not be able to identify individual bikes in the portal using the supplier's location data. This means NS has no way of tracking the movements of its individual travellers. The supplier of the OV-ebikes does not have access to travellers' personal data. This means that the supplier does not have the opportunity to link the movements of individual travellers to the location of the bicycle and thus track the individual traveller. In the event of theft or loss, we will pass on an identification number to the supplier, so that the supplier knows which bicycle to track down. This will allow the supplier to read the transmitter with location data and find the bike.
The data will not be used for any other purpose and will not be kept longer than necessary for the purposes mentioned above.
6. NS OV-fiets is not liable for any injury or damage suffered by the Contract Holder as a result of the use of the OV-ebike, unless there is intent or wilful recklessness on the part of NS OV-fiets, or for injury or damage that cannot be excluded on the basis of mandatory legal provisions.

ARTICLE 4: THE RENTAL AGREEMENT

4.1: Formation of the Rental Agreement

1. A Rental Agreement is formed by taking possession of one or two OV-bikes (hereinafter jointly and severally referred to as: the "OV-bike") by the Contractor.
2. The Contractor is allowed to return the OV-bike within fifteen minutes of taking possession of the same to the rental location and/or to put them back in the automated rental location where the OV-bike originally was, if it has a defect. If the Contractor takes advantage of this option, the Rental Agreement is cancelled ('ontbonden') free of charge at that moment.
3. A Contractor who rents two OV-bikes at the same time is allowed to make one OV-bike available to a third party. The Contractor is fully liable towards NS OV-fiets for fulfilment of the obligations arising from the Rental Agreement and any other agreements, even where it concerns the second OV-bike, even if it has been used by a third party rather than by the Contractor.
4. If a Contractor rents two OV-bikes with an OV-fiets slot, the OV-chipkaart of the Contractor is the key for both OV-bike locks. When the OV-fiets slot of the second OV-bike is closed during the ride, it can therefore only be opened with the OV-chipkaart of the Contractor. If the Contractor is unable to do so:
 - the OV-bike will have to be returned with a closed lock to the OV-bike rental location where the OV-bike is received by the Contractor, or
 - NS Customer Service will be informed by the Contractor so that the OV-fiets can be picked up. In that case, the Contractor will be charged the amount stated in the Rates List for collecting the OV-fiets. This Article 4.1(4) does not apply to the OV-ebike.

Product Conditions of NS OV-fiets B.V.

Page 6 of 8



4.2: Term and termination of the Rental Agreement

1. The Rental Agreement is concluded for a maximum period of seventy-two (72) hours, and ends when the Contractor returns the OV-bike including the key to the rental location and checks out.
2. In case that the Contractor rents an OV-bike with the OV-fiets slot, the OV-bike must be locked within the designated OV-fiets place at the rental location, when it is handed in, or at the parking place designated by the staff. The rental will only be ended when the OV-bike is locked within the designated place in the rental location.
3. The rental location referred to in the previous paragraph is the location where the OV-bike was taken possession of or another location, if NS OV-fiets has explicitly provided that the OV-bike can be handed in at that location, even though the bike was rented at a different location. A surcharge as set out in the Rates List may be levied for handing in the OV-bike at a different location from the one where it was acquired. With reference to Article 3.7, it is expressly understood that the OV-bike cannot be returned to a location other than the location from which the OV-bike was taken by the Contract Holder.
4. If neither the Contractor nor a third party hands in the OV-bike within seventy-two (72) hours after taking possession of it, the Contractor will have to pay NS OV-fiets a surcharge as specified in the Rates List, in addition to the rental.
5. If neither the Contractor nor a third party hands in the OV-bike within 21 days after taking possession of it, the maximum value of the then prevailing purchase value of the OV-bike will be charged to the Contractor. Until this amount has been paid, the Contractor will also owe the rental and surcharges.
6. The provisions of the first sentence of paragraph 4 do not apply in case of force majeure, which will be at the discretion of NS OV-fiets, as a result of which the Contractor is unable to hand in the OV-bike in good time and the Contractor informs NS OV-fiets thereof before expiry of the Rental Agreement. This Article 4.2(2) does not apply to the OV-bike.

4.3: Obligations of NS OV-fiets

NS OV-fiets has the following obligations:

- a. It must provide the Contractor with an OV-bike that is in a good condition and is safe to ride, that meets the statutory requirements and has been fitted with the necessary means for the Contractor to protect it from theft. With reference to Article 3.7, it is expressly understood that the OV-bike cannot be returned to a location other than the location from which the OV-bike was taken by the Contract Holder. Additional obligations of NS OV-fiets regarding the (issue of the) OV-bike are set out in Article 3.7, paragraphs 4 and 5.
- b. If and insofar as NS OV-fiets uses the services of a third party for renting out OV-bikes, it must enable such third party to meet the obligations of NS OV-fiets under the terms of the Rental Agreement.

Product Conditions of NS OV-fiets B.V.

Page 7 of 8



4.4: Obligations of the Contractor

The Contractor has the following obligations:

1. The Contractor inspects the OV-bike visually and reports any immediately noticeable defects to NS OV-fiets, to the third party supplying the bikes or via the automated rental system if it is an automated rental location, in accordance with the procedure described in Article 5.5 (2) , as clearly indicated at the site.
2. The Contractor will use the OV-bike with due care, as may be expected from a responsible renter. When parking the bike, the Contractor must always lock the OV-bike with both locks provided.
3. The Contractor shall not make any changes to the OV-bike. Furthermore, the Contract Holder is expressly prohibited from charging the bicycle battery of the OV-ebike themselves. Reference is made to the provisions of Article 3.7(4).
4. The Contractor shall not transport any individual on the OV-bike.
5. The Contractor must act as a responsible renter, which means, among other things (but not exclusively) that the Contractor complies with the prevailing legislation and regulations, solely uses the OV-bike on paved public roads and refrains from dangerous behaviour.

4.5: Damage to and repair of the OV-bike

1. Repairs to OV-bikes shall be payable by NS OV-fiets, unless they are necessary as a result of careless use of the OV-bike by the Contractor or any other person for whom the Contractor is responsible. If NS OV-fiets wishes to charge the cost of repair arising from careless use to the Contractor, NS OV-fiets cannot collect the amounts due until four (4) weeks have passed since it informed the Contractor in writing of the amount and nature of the damage. If the Contractor objects to the amount due (or any part thereof) within the above term of four (4) weeks, it signifies a dispute. In that case, NS OV-fiets is not allowed to collect the amount(s) due.
2. Except for the situation described in paragraph 3 of this Article, the Contractor is not permitted to have the OV-bike repaired by anyone other than the person who has supplied the bike on behalf of NS OV-fiets, unless NS OV-fiets has consented to this in writing. NS OV-fiets only has to consent to this if it is reasonably necessary, given the nature of the defect and the circumstances of the specific case. If NS OV-fiets has given its consent, the Contractor can recover the reasonable cost incurred from NS OV-fiets on presentation of an official receipt.
3. Even if the OV-bike is damaged during the rental period, the Contractor must return the (damaged) OV-bike to the rental location, unless other arrangements were made after the damage had been reported.
4. The Contractor must report damage to the OV-bike as soon as reasonably possible to a member of staff at the rental location. Where the Contractor has rented the OV-bike at an automated rental location, the damage must be reported via the automated rental system.
5. NS OV-fiets must compensate the loss or damage caused by a defect to the OV-bike if the defect arose after the conclusion of the Rental Agreement and can be attributed to NS OV-fiets, as well as if the defect existed when the Rental Agreement was concluded and NS OV-fiets was aware of it or ought to have been aware of it, or then let it be known to the Contractor that the OV-bike did not have the defect.

4.6: Loss and theft

1. The Contractor must report the loss or theft of an OV-bike and/or the associated key as soon as reasonably possible to NS OV-fiets via the NS Customer Service (+ 31(0)30-751 51 55, local rate) or by email (info@ov-fiets.nl).
2. While renting the OV-bike, the Contractor is liable for the loss or damage arising as a result of loss or theft of the OV-bike, up to a maximum amount of the then prevailing purchase value of the OV-bike as specified in the Rates List.

Product Conditions of NS OV-fiets B.V.

Page 8 of 8



3. The Contractor is only liable for the excess (according to the Rates List), provided that the Contractor:
 - had locked the OV-bike using both locks provided; and
 - has reported the theft to the police and has sent a copy of the police report to NS OV-fiets, and
 - in case of an OV-bike with a regular lock, has sent the key for the OV-bike to NS OV-fiets.The Contractor will send these evidence with an accompanying letter to the postal address specified at www.ns.nl/ov-fiets.
4. In the event that the Contractor reports an OV-bike rented by him as missing or stolen three (3) times within a period of eighteen (18) months, NS OV-fiets may decide to end the Subscription with immediate effect.