

KNIP Conditions of Use Online Platform KNIP APP

Twelve B.V.
Twelve Sports & Hospitality B.V.
Twelve Events B.V.
Twelve Venues B.V.

KNIP Conditions of Use – Online Platform – KNIP APP

Welcome to the KNIP online Platform and/or KNIP APP (hereafter called: **“Platform”** and **“APP”**). The Platform and APP are offered by the Twelve Group, which consists of Twelve B.V., Twelve Sports & Hospitality B.V., Twelve Events B.V. and Twelve Venues B.V. Use of our Platform and APP is subject to the following **“Conditions of Use”**. Our contact details and Chamber of Commerce number is shown below.

1. Introduction

- a) These Conditions of Use describe your rights and obligations as a **“User”** of the Platform and APP.
- b) Where reference is made in these Conditions of Use to: (i) **“you”** or **“your”**, it refers to the natural person who logs in to one of the mentioned environments (see Article 3); and (ii) **“we”**, **“us”** and **“our”**, it refers to the Twelve Group, which consists of Twelve B.V., Twelve Sports & Hospitality B.V., Twelve Events B.V. and Twelve Venues B.V.

2. Why these Conditions of Use?

- a) These Conditions of Use apply to your use of the Platform and APP.
- b) It is important that while making use of the Platform and APP, any actions are under these Conditions of Use.

3. What is meant by the Platform and APP?

- a) The Platform means the platform with which you manage your Payment account, Token and Account you are allocated via an affiliated Organisation (see Article 4).
- b) The Platform is available via the following URLs (or a derivative thereof) or any other URL provided by your Organisation:
 - i) xxx.mijnkniponline.nl
 - ii) xxx.mijnbetaalkaart.nl
- c) The APP means the applications that can be downloaded for iOS or Android:
 - i) For the iOS operating system, this can be downloaded in the App Store: <https://itunes.apple.com/nl> under the name **‘KNIP APP’**;
 - ii) For the Android operating system, this can be downloaded in the Google Play Store: <https://play.google.com> under the name **‘KNIP APP’**.

4. What is meant by ‘the Organisation’?

- a) The Organisation is the body (club, association, company or other type of Organisation) that issues Tokens and processes personal data via the Platform and APP (see also Article 20).
- b) The Organisation is the owner of the Token.
- c) The Organisation establishes the rules regarding topping-up the Payment account and paying with the Token or Payment account.
- d) In execution of our contracts with our affiliated Organisations, we provide you with access to the Platform and APP, which allows you to manage the Account associated with the Token and Payment account.

5. What is meant by ‘the Token’?

- a) The Token is the method of payment with which you can pay at the Organisation. The most common forms are a ‘payment card’ or a ‘wristband’. However, the Token can also be in a mobile telephone or can be issued in another form.
- b) The Token is linked to a Payment account that contains your balance.



6. What is meant by 'Payment account'?

- a) The Payment account is a digital account that keeps track of the balance at the particular Organisation.
- b) This Payment account (the balance and transactions) can be checked via the Platform and APP.

7. What is meant by 'the Account'?

- a) The Account is your personal online environment from which you can manage your Token/Payment account.
- b) The Account can be accessed via the Platform or APP.
- c) Access to the Account is enabled through your email address and associated password.
- d) This is set when creating the Account.
- e) When creating an Account, your email address must be verified. This is done with a verification link sent to the email address specified by you.
- f) Via your Account, it is possible to manage Tokens and Payment accounts of the various Organisations.

8. What is meant by a 'KNIP code'?

- a) A KNIP code is a code issued by an Organisation, so you can create an Account and a Payment account at the right Organisation.

9. When can I use the Platform and/or APP?

- a) Use can be made of the Platform and APP once you have received a Token or a KNIP code via an affiliated Organisation.
- b) The Platform and APP are intended for natural persons aged twelve years and older living in the Netherlands. If you are a minor (aged under 18), your legal representative must permit you to get and use the Platform and APP.
- c) It is not compulsory to make use of the Platform and/or APP. However, use of the Platform and APP has many benefits, which are explained in these Conditions of Use (Article 10).

10. How can I create an Account on the Platform and APP and what are the benefits?

- a) You can register via the Platform or download the APP (see Article 3), as soon as you have received a Token with number and a CVC code (card verification code). Follow the steps to register at the URL or in the APP provided by your Organisation.
- b) Once you have received a KNIP code, you can also register via the Platform or APP. Follow the steps on the website or in the APP.
- c) You are personally responsible for a correct and proper registration. You can always view or change your settings online or in the APP.
- d) The benefits of registering include that you can top-up, block, and check the current transactions and balance of your Account online or via the APP.

11. How do I top-up my Payment account?

- a) This differs for each Organisation. Often, Tokens can be topped-up offline at the location. Generally this is done in cash money or a PIN payment made at a specifically advertised top-up point.
- b) The online top-up options vary per Organisation. Options are iDEAL, credit card (Visa or Mastercard) or other methods.



- c) The minimum and maximum amount for online and offline top-ups is determined by the Organisation.
- d) Online top-ups of your Payment account may be subject to fees charged by third parties (including your bank). The Organisation may also charge transaction fees for online or offline top-ups of the Payment account. These fees will always be notified to you in advance.
- e) After approval of the top-up transactions, topping-up the balance can no longer be withdrawn.
- f) We may refuse a top-up instruction if:
 - i) statutory rules prohibit us from doing so;
 - ii) you do not comply with your obligations to us;
 - iii) you may not or may no longer solely use your Payment account, for example, because permission from an administrator or liquidator is required;
 - iv) we know or suspect there might be fraud or abuse;
 - v) or we have another well-founded reason.

12. How can I pay with my credit balance?

- a) You can pay using your credit balance at locations specially advertised by the Organisation.
- b) The credit balance is only valid at the Organisation for which you have topped-up the credit.
- c) You can pay by placing your Token or having your Token placed on the card reader or another device advertised for that purpose.
- d) When the machine executes a payment with your Token, the paid amount will automatically be deducted from your credit balance at the Organisation.
- e) Fees for paying with the Token are determined by the Organisation.
- f) After execution of the payment transactions you can no longer withdraw a payment instruction.
- g) On behalf of the Organisation for which you have topped-up the credit balance, we may refuse an instruction for payment if:
 - i) the credit balance on your Payment account is lower than the payment; statutory rules prohibit this;
 - ii) you do not comply with your obligations to us and/or the Organisation;
 - iii) you may not or may no longer solely use your Account, for example, because permission from an administrator or liquidator is required;
 - iv) we know or suspect there might be fraud or abuse; or we have another well-founded reason.

13. Who manages the online topped-up credit?

- a) The online topped-up credit is received by the client's account administration foundation of payment service provider Adyen or Pay.nl.
- b) The credit is paid out to the Organisation under agreements with the Organisation.
- c) The Organisation then manages the credit balance.

14. Once I have topped-up my Payment account, can I get the money back again (refunded)?

- a) This depends on the Organisation where you have topped-up the credit.

15. When do balances on the Payment account cease to exist?

- a) This depends on the Organisation where you have topped-up the credit.

16. Action in the event of loss or theft



- a) In the event of loss or theft of your Token, this can be blocked if it was registered via the Platform and/or APP.
- b) This should be notified as soon as possible at the Organisation who has issued the Token.
- c) You are personally responsible for officially reporting any theft and for the costs of such theft and must bear the risk of any loss of balance yourself.
- d) If a Token has been stolen, we have the right, also on behalf of the Organisation, to request that you officially report the theft to the police. This reporting must be confirmed in writing to us by submitting a copy of the official report. As owner of the Platform and APP, we also have the right to officially report the theft to the police. We need not make use of that right.

17. What to do with a faulty Token?

- a) A faulty Token must be reported and submitted to the Organisation who issued it. The Organisation settles this with you.

18. What are the consequences of fraud with the Token, Payment account or Account?

- a) Evidence of fraudulent activity with the Token, Payment account or Account, or suspicion thereof must be notified to us as soon as possible using the contact details provided in Article 25. Fraudulent activity is understood to include copying and/or forging of Tokens.
- b) Based on your notification, we can institute an investigation, but this is not mandatory. For such an investigation we may engage third parties.
- c) After a report of fraud or suspicion thereof, we are authorised to remotely block a Token based on our agreements with Organisations. This authorisation applies if we also have reasonable grounds to suspect that fraudulent activities are being committed with the Token.
- d) After notification of fraud or suspicion thereof, hand in the Token as soon as possible at the Organisation who issued it.
- e) If we conclude that the fraud is attributable to you, you will be liable for any damages. Twelve is not liable for any detrimental effects that you suffer if fraud occurs unless it is attributable to a fault on our part or our gross negligence.

19. When does your right of use terminate?

- a) The right of use for the Platform and APP terminates in these cases:
 - i) when you hand in your Token to us or the Organisation using the contact details referred to in Article 18;
 - ii) when the holder of an Account or Token dies and we receive notification to this effect;
 - iii) we will remotely block an Account or Token after notification of loss or theft;
 - iv) we will remotely block an Account or Token in the if fraud occurs;
 - v) when we receive a faulty Token;
 - vi) we must terminate the Account due to an authoritative directive or on instruction from an authority, such as a regulator or banking institution;
 - vii) when you have stated in writing that you disagree with any amendment of these Conditions of Use;
 - viii) when the validity period of the Token linked to the Account (as communicated by the Organisation) has expired;
 - ix) when a critical interest justifies termination of the right of use.
- b) Immediately after termination of the right of use, the Platform and APP may no longer be used.



20. How is your privacy protected? Who is the Controller and who is the Processor regarding the processing of your personal data?

- a) The processing of your personal data via the Platform and APP is performed under authority of the Organisation who provides access via a Token to the Platform and APP. The Organisation establishes the purpose and means of processing your personal data, and acts as a “**Controller**” within the meaning of privacy legislation (particularly, the General Data Protection Regulation, the “**GDPR**”).
- b) We only process personal data that you share when using the Platform and/or APP to benefit the Organisation, and strictly under written instructions from this Organisation. We therefore act as a “**Processor**” within the meaning of the GDPR. This means that we never consult or process the data for our own purposes. We will remove your personal data from our systems when the Organisation requests this. We have incorporated this agreement and other agreements in a Processor Agreement that we have concluded with the Organisation.
- c) See <https://www.twelve.eu/privacy-policy/> for our privacy policy, which policy can also be consulted via the Platform and APP. For the Organisation's privacy policy, please contact the Organisation directly.

21. What are your obligations?

- a) You are expected to handle the Token, Payment account and Account with care and only use them for the purpose for which they are intended.
- b) You are responsible for the Token, Payment account or Account when you have received or created them. From that moment onwards, you are liable for any risk of loss, theft or damage.
- c) You are the only person entitled to the Token, Payment account or Account. The login details, CVC code or Token number may not be shared with third parties.
- d) It is prohibited to offer the Token, Payment account or Account for sale or to issue the Token, Payment account or Account to third parties. It is also prohibited to top-up the Token, Payment account or Account to benefit third parties or to have this done. It is likewise prohibited to pledge or otherwise encumber the Token, Payment account or Account.
- e) The Token may not be damaged, modified or used at variance with these Conditions of Use or the instructions of the Organisations. It is not permitted to reproduce, publish, modify, override or hinder the operation of the security measures on the Token in any other way for unauthorised usage. It is also not permitted to offer any opportunity to perform the above acts or to have these acts performed by others.

22. When are we liable?

- a) We are not liable to you for damages arising from use of the Token, Payment account or Account unless this is attributable to an intentional act or gross negligence on our part.
- b) If we are liable for any damages, you only need to pay compensation if this is directly related to the event for which we are liable and is a result thereof, and that damage can also be attributed to us because of the nature of the liability and nature of the damage. Under the law you are bound to take reasonable measures to prevent or minimise damage.

23. What else need you know?

- a) No interest will be paid to you on the balance of your Payment account.
- b) Under our agreements with the Organisation, in managing the Payment account or Account and the activities required, we may make use of the services of third parties.



- c) If we have to claim an amount from you, whether or not in the name of the Organisation, such as a deficit or administration costs due, then we may claim this amount from you on behalf of the Organisation and we may use all legal means at our disposal to collect this amount, in which context you accept bearing the costs of collection. The Organisation is authorised to initiate debt collection proceedings, and may instruct us to act on its behalf in debt collection proceedings against you. The Organisation shall bear the costs of debt collection proceedings. You agree that we may also offset any claims from the Organisation on you with any immediately payable claims from you on the Organisation.
- d) If malfunctions, maintenance activities or security incidents occur, we may temporarily halt or inhibit use of the Token, Payment account or Account.
- e) On behalf of the Organisation, we may block the Token, Payment account or Account if the balance is equal to or less than EUR 0 or we suspect that you cannot fulfil your payment obligations to the Organisation.
- f) No rights may be derived from the balance shown online of the Token, Payment account or Account.
- g) If you wish to contest a payment, then please contact us or the Organisation within 2 weeks after finding a payment or registration error. The data in our records always apply as compelling evidence of the balance on the Token, Payment account or Account.

24. Amendments to Conditions of Use

- a) These Conditions of Use may unilaterally be amended by Twelve. A clear notification will be placed on the Platform or in the APP to inform you about actual amendments to these Conditions of Use.
- b) If you do not agree with a supplement, amendment or replacement of these Conditions of Use you may cancel your right of use in writing and return the Token to us within two (2) months after the change. If you have not responded in writing within that period, it will be deemed that you have accepted the supplement, amendment and/or replacement.

25. How can you contact us?

- a) If you have any queries or comments about these Conditions of Use, you can contact us by email at: info@twelve.eu or by telephone at: 030 2767770 or by post to: Twelve B.V., Attention: "Controller Platform and APP", Herculesplein 313, 3584 AA Utrecht.

26. How to obtain these Conditions of Use

- a) These Conditions of Use are issued prior to you getting access to the Platform and/or APP.
- b) The Conditions of Use can be ordered via the contact details in Article 25.
- c) We publish these Conditions of Use and every update on the Platform and in the APP.
- d) All communications in connection with these Conditions of Use will be conducted in the Dutch language.

27. Transfer

- a) We may transfer (our rights and obligations under) these Conditions of Use to a third party. By way of acceptance of these Conditions of Use, you pre-emptively grant your unconditional and irrevocable permission.



28. Applicable law and designated court

- a) Only Dutch law applies to these Conditions of Use and any non-contractual obligation ensuing from it.
- b) All disputes relating to these Conditions of Use or because of agreements that might ensue from it, will only be submitted to the competent court in Utrecht, with the option of appeal and possibly an appeal in cassation.

Twelve Group

Twelve B.V. | Twelve Sports & Hospitality B.V. | Twelve Events B.V. | Twelve Venues B.V.

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