



OV Pass General Terms and Conditions

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ovpay.nl

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Introduction

Translink and the Transport Providers in the Netherlands are introducing the public transport pass (**OV Pass**) for travelling on and paying for public transport.



The OV Pass may be used when travelling with the Transport Providers that accept it. Up-to-date information on the OV Pass, where you can obtain it, and with which Transport Provider(s) you may use it can be found on the www.ovpay.nl website.

These OV Pass General Terms and Conditions govern the OV pass and its use, and are valid:

- if you yourself travel and pay using the OV Pass (in which case we refer to you as the **User** in these General Terms and Conditions);
- if you yourself travel using the OV Pass and someone else pays for your trip (in which case we also refer to you as the **User** in these General Terms and Conditions); and
- if someone else travels using the OV Pass and you pay for that trip (in whole or in part), for instance as an employer or parent (in which case we refer to you as the **Customer**).

In these General Terms and Conditions, **you** and **your** refer to you as the Customer and you as the User, unless otherwise stated or otherwise apparent from the context. **We**, **us** and **our** refer to Translink and the Participating Transport Providers.

Article 1 – Definitions

Terms written with an initial capital in these General Terms and Conditions have the meaning given to them in this Article 1. Terms appearing in the singular but used in the plural, and vice versa, have the same meaning. The term 'including' means 'including but not limited to'.

Agreement: the agreement between you and us regarding the OV pass and its use. These General Terms and Conditions form part of the Agreement.

App: the mobile application (under the brand name OVpay) jointly developed and offered by Translink and the Participating Transport Providers, through which the OV Pass can be applied for, associated services can be purchased, and certain information about journeys and payments can be viewed.

AVR-NS: the General Terms and Conditions for the Transport of Passengers and Hand Luggage of the Dutch Railways (NS). These are the NS General Transport Terms and Conditions.

AV-S: the City and Regional Transport General Terms and Conditions. These are the general terms and conditions governing passenger transport by city and regional public transport (by bus, tram, light rail and metro) and regional rail services operated by one or more of the following Transport Providers: Arriva, Keolis, Connexxion, EBS, GVB, HTM, Qbuzz and RET.

Central Accounting System: Translink's digital central accounting system, also known as the digital back office, where, among other things, check-in and check-out transactions are processed, Fares are calculated and requests to top up or debit the balance in the OV Pass account are processed.

Customer: the customer is the person responsible for paying the Fare and any other amounts that may be due as a result of using the OV Pass, such as the Incomplete Journey Correction Fee. The Customer and the User may be the same person, but that need not be the case. A case in point is a parent who has purchased a discounted season ticket for a child.

In this example, the parent is the Customer and the child is the User.

Disputes Committee: the Public Transport Disputes Committee, located at Borderwijklaan 46, PO Box 90600, 2509 LP The Hague (www.degeschillencommissie.nl).

Fare: the amount (expressed in euros) that the Customer must pay for a journey made or to be made using the OV Pass.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) (OJEU 2016, L 119/1).

General Terms and Conditions: these OV Pass General Terms and Conditions.

Incomplete Journey: the situation in which it is impossible to determine the Fare because a check-in or check-out for the journey in question is missing (see Article 10). If you are checked during the journey and it becomes apparent that a check-in is missing, this is not regarded as an Incomplete Journey, but as travelling without a valid Ticket (see Article 5).

Incomplete Journey Correction Fee: a fixed amount charged in the event of an Incomplete Journey (see Article 10). The amount of this charge is determined by the Transport Provider or the Travel on Account Provider and may therefore vary per Transport Provider or Travel on Account Provider. The amount of the Incomplete Journey Correction Fee can be found on the Transport Provider's website and/or www.ovpay.nl and – where applicable – in the agreements with the Travel on Account Provider.

OV Pass: the pass issued by Translink that allows travel on Participating Transport Providers by checking in and out at the designated card reader at the station, at the stop or on board the vehicle, and that enables payment of the Fare.

OV Pass Account: the account managed by Translink that is linked to the OV Pass, which holds or will hold a balance and in which balance changes take place.

OVpay Customer Service: Translink's customer service department, which you may contact for enquiries and complaints regarding the OV Pass, among other things.

Participating Transport Providers: the Transport Providers that accept the OV Pass as a means of payment for the use of their transport services, as listed on the www.ovpay.nl website.

Personal Data: personal data within the meaning of Article 4(1) of the GDPR.

Personal Product: a Product is personal if the Product Terms and Conditions for that Product so provide. 'Personal' means that only the person for whom the Personal Product has been taken out may travel using that Product. A Profile may be required for a Personal Product.

Product: a specific travel entitlement, surcharge or discount entitlement (such as a season ticket) that is accepted by one or more Transport Providers and is linked to an OV Pass. A Product may be personal (in which case it is a Personal Product), but that need not be the case.

Product Terms and Conditions: specific terms and conditions that apply to a Product.

Profile: a profile is intended for verification by the Transport Provider. The profile is linked to a Personal Product. Your profile will contain your name, date of birth and/or passport photo. You provide this information when purchasing or activating the Personal Product. A profile is not created for every Personal Product. If this is the case, you will be informed accordingly during the purchase or activation process. See www.ovpay.nl for more information. There you can also find out how to view and edit your profile.

Ticket: a ticket that grants access to and provides payment for the use of the Transport Provider's transport services through the electronic registration of all or part of the journey in the Central Accounting System.



Translink: Trans Link Systems B.V., a private limited liability company, having its registered office at Stationsplein 151-157, (3818 LE) Amersfoort, the Netherlands, registered with the Chamber of Commerce under number 30177126.



Transport Provider: a Participating Transport Provider with which the journey in question is being made or is to be made by checking in and out using the OV Pass.

Transport Provider's Terms and Conditions: the Transport Provider's applicable terms and conditions, namely the [AVR-NS](#) when travelling with NS, the [NS International General Terms and Conditions](#) when travelling domestically on an NS international train, and the [City and Regional Transport General Terms and Conditions](#) (AV-S) when travelling with one of the other Transport Providers.

Travel on Account Agreement: an agreement between the Customer and the Travel on Account Provider that enables the User to travel on account, subject to the terms and conditions set out in it.

Travel on Account Provider: a party with which the Customer or the User enters into or has entered into an agreement to enable travel on account using the OV Pass (see Article 9). The Participating Transport Providers may (also) be Travel on Account Providers, but that need not be the case.

User: the person who uses or will be using the OV Pass. The User and the Customer may be the same person, but that need not be the case (see the example in the definition of the term 'Customer').

Article 2 – Parties and applicable terms and conditions

- 2.1 If you apply for or use the OV Pass, you enter into an Agreement with:
- a) **Translink**, being the issuer of the OV Pass and the administrator of the Central Accounting System. Translink collects the transaction data after each check-in and check-out using the OV Pass, reconstructs the journeys and calculates the Fare. Translink furthermore manages the balance in the OV Pass account and processes changes to the balance in the OV Pass account (for instance, after the OV Pass balance has been topped up or after a person checks in or out with the OV Pass). Translink also makes the Profile available or accessible for inspection in relation to any Products linked to the OV Pass; and
 - b) **Participating Transport Providers** that accept the OV Pass as a means of payment for their transport services under the terms and conditions set out in these General Terms and Conditions and in the Transport Provider's Terms and Conditions.
- 2.2 These General Terms and Conditions govern and form part of the Agreement. By applying for or using the OV Pass, you agree to these General Terms and Conditions.
- 2.3 These General Terms and Conditions also refer to other parties, namely:
- a) The **Travel on Account Provider**, which enables you to travel on account using the OV Pass. To do so, the Customer must enter into a separate agreement with the Travel on Account Provider; and
 - b) the **Customer** is responsible for paying the Fare and any other amounts that may be due as a result of using the OV Pass.
- 2.4 These General Terms and Conditions do not belong to the Travel on Account



Provider or the Customer. The Travel on Account Provider and the Customer may use terms and conditions of their own. We are not bound by them. No rights may be based on them in relation to us. Nor may you base any rights in relation to the Travel on Account Provider and the Customer on these General Terms and Conditions.

- 2.5 If you travel using the OV Pass, you also enter into a separate transport agreement for that journey with the Transport Provider you are travelling with. The transport agreement is governed by the Transport Provider's Terms and Conditions. If you travel using the OV Pass, the Transport Provider's Terms and Conditions therefore apply in addition to these General Terms and Conditions.
- 2.6 The use of the App is governed by the terms and conditions for the use of the App, namely the [OVpay App Terms of Use](#). You may create an account within the App to which you can link one or more OV Passes.
- 2.7 If you use a Product, the Product Terms and Conditions governing that Product may also be declared applicable by the provider of that Product. Please check with the Product provider regarding any applicable Product Terms and Conditions.
- 2.8 To travel on account using the OV Pass, you must enter into a separate agreement with a Travel on Account Provider (see Article 9). The terms and conditions of that separate agreement are determined by the Travel on Account Provider.

Article 3 – Obtaining the OV Pass

- 3.1 The OV Pass is issued by Translink and is and remains Translink's property. For the duration of the OV Pass's validity, you are granted the right to use the OV Pass in accordance with these General Terms and Conditions. It is explained in Article 15 of these General Terms and Conditions how this right of use may end.
- 3.2 The procedure for obtaining the OV Pass and the costs involved can be found on the www.ovpay.nl website.
- 3.3 Every online application for an OV Pass is confirmed by email, after which the pass is sent by post. You must inform the organisation from which you are applying for the pass as soon as possible if your details in the confirmation email are incorrect.
- 3.4 If you apply for an OV Pass online or, where possible, by telephone via OVpay, the risk of loss of or damage to the OV Pass while it is being sent by post is borne by Translink. Once the OV Pass has been delivered to you, you bear the risk of loss of or damage to the OV Pass. This means that the cost of a new OV Pass and any loss of balance will be at your expense (see, however, Article 12, which applies in the event of theft or loss, and Article 14, which applies in the event of fraud or misuse).

Article 4 – Right of withdrawal

- 4.1 For OV Passes that you, as a consumer, have applied for online and, where possible, by telephone, and for which payment has been made, a cooling-off period of 14 calendar days applies (right of withdrawal). You are considered a consumer if you are acting as a natural person for purposes outside your business or professional activities. This period begins on the day after you applied for the OV Pass. Within this period, you may cancel the Agreement and claim a refund for the cost of the OV Pass, also if you have already used the pass in the meantime. See



- the www.ovpay.nl website for more information on the right of withdrawal.
- 4.2 If you wish to exercise your right of withdrawal, you may contact the customer service department of the organisation from which you applied for the OV Pass within the period specified in Article 4.1 to indicate that you are exercising your right of withdrawal. If, for instance, you applied for the OV Pass via OVpay, you must contact OVpay's customer service department. If you applied for the OV Pass with one of the Participating Transport Providers, please contact that operator's customer service department.
- 4.3 Once you have exercised your right of withdrawal, you may no longer use your OV Pass to check in and out with a Participating Transport Provider. Translink may ask you to return the OV Pass. In that case, you must return the pass as soon as possible, but no later than within 30 calendar days. The period for returning the OV Pass begins the day after you have exercised your right of withdrawal. The postage costs for returning the pass are payable by you.
- 4.4 If you exercise your right of withdrawal, the following will take place as soon as possible, but no later than within 30 calendar days:
- a) the cost of the OV Pass will be refunded to the bank account number you have provided. This period begins on the day after you have exercised your right of withdrawal; and
 - b) any positive balance in your OV Pass account (after any Fares and Incomplete Journey Correction Fees have been deducted from the balance) will be refunded to you. The Central Accounting System is used to determine the balance.
- 4.5 If you have ordered and paid for an OV Pass online or, where possible, by telephone as part of the same application process at the same time as taking out a Product, such as a discount season ticket, exercising your right of withdrawal as described in this Article 4 will result in the Product being automatically terminated.
- 4.6 If you do not exercise your right of withdrawal as referred to in this Article 4, the right to use the OV Pass will end in the circumstances set out in Article 15 of these General Terms and Conditions.

Article 5 – Ticket

- 5.1 A Ticket must be purchased at the start of every journey with a Transport Provider. You do so by checking in with the OV Pass at the Transport Provider with which you are travelling. At the end of your journey, you must check out again with that Transport Provider using the same OV Pass with which you checked in. You must check in and check out as described in the Transport Provider's Terms and Conditions .
- 5.2 The OV Pass is not personal and may be used by any person to travel with the Participating Transport Providers, unless a Personal Product is used to travel (in which case, see Article 6.2).
- 5.3 A Ticket is valid only if all the validity requirements for that Ticket are met, as determined by the Transport Provider:
- a) If you are travelling with NS, the Ticket is valid only if the requirements set out in Articles 2 and 3 of the AVR-NS are met.
 - b) If you are travelling on an NS international train, the Ticket is valid only if



the requirements set out in the relevant article of the NS International General Terms and Conditions are met.

- c) If you are travelling with a Transport Provider other than NS, the Ticket is valid only if:
- it has not been altered or otherwise modified; and
 - the OV Pass has not expired; and
 - you have checked in with the Transport Provider using the OV Pass; and
 - the OV Pass allows you to pay for the journey you are about to make; and
 - at the time of checking in, the balance in the OV Pass account is sufficient to cover the Fare if you are travelling on balance; and
 - the Fare payable for the journey is at least equal to the rate you are required to pay for it; and
 - if you are travelling with a Product and you meet the relevant product conditions that apply to you.

5.4 The Product Terms and Conditions for a Product may set out additional requirements regarding the validity of the Ticket, for instance that a Ticket purchased with that Product is valid only for a specific period (see Article 6.1) or that it is a Personal Product, in which case only the person for whom the Personal Product has been taken out may travel using that Personal Product (see Article 6.2). These requirements then apply in addition to those set out in Article 5.3 of these General Terms and Conditions.

5.5 You must present your OV Pass to the Transport Provider's ticket inspector if the inspector so requests. If the ticket inspector finds that you are travelling without a valid ticket, for instance because you have not checked in or because you are using a Product or a Personal Product without authorisation, the ticket inspector may impose the penalty or penalties set out in the Transport Provider's Terms and Conditions.

Article 6 – Products

6.1 Products may be linked to the OV Pass. Product Terms and Conditions may be declared applicable to those Products by the party from whom the Product is purchased, for instance regarding the validity of that Product. Please note: not all Products can be linked to every OV Pass. Please check with the Product provider regarding the available options.

6.2 Products may be personal, meaning that only the person for whom the Product was purchased may travel using it. Such a product is known as a Personal Product. If anyone else travels using that Personal Product, they are travelling without a valid Ticket (see Articles 5.4 and 5.5). A Product is personal if the Product Terms and Conditions applicable to that Product so provide. If the Personal Product is not valid at the time of check-in, the OV Pass to which that Personal Product is linked may be used by any person (see, however, Article 9.2). For instance: a discount season ticket is linked to an OV Pass, entitling the holder to a discount during certain periods, such as off-peak hours. During off-peak hours, only the person for whom the discount season ticket was purchased may travel using the relevant OV Pass.

- 6.3 If, during a ticket inspection by the Transport Provider's ticket inspector, it becomes apparent that you are making unauthorised use of a Personal Product or a Product, then, in addition to the provisions of Articles 5.5 and 6.2, the Transport Provider may have the Personal Product or the Product blocked.



Article 7 – Payment: travelling on balance or on account

- 7.1 The OV Pass allows you to travel on balance or on account. If you travel on balance (see Article 8 – Travelling on balance with the OV Pass), the Fare (and, where applicable, the Incomplete Journey Correction Fee) is paid using the balance transferred to your OV Pass account. If you travel on account (see Article 9 – Travelling on account), the Fare (and any other amounts due for journeys made with the OV Pass, such as the Incomplete Journey Correction Fee) is paid in accordance with the agreements made with the Travelling on Account Provider.
- 7.2 If, for any reason, you are unable to travel on account – for instance because your Travel on Account Provider has blocked this option due to outstanding payments – you will automatically travel on balance, and the provisions of Articles 8 *et seq.* will apply.

Article 8 – Travelling on balance using the OV Pass

Topping up your balance

- 8.1 In order to travel on balance using your OV Pass, you must top up the balance in your OV Pass account. The balance in your OV Pass account can be topped up using the method(s) specified on the www.ovpay.nl website.
- 8.2 If you top up your balance following the instructions provided, the balance in your OV Pass account will be increased by the amount you top up. If the balance is negative, i.e. below zero euros, the amount you top up will first be used to bring this negative balance up to €0. If, for instance, you are €2 in the red and you top up your balance by €20, the total balance after topping up will be €18.
- 8.3 The balance on the OV Pass can be topped up to a maximum of €150. The balance must also be at or above a certain minimum in order to check in with the Transport Provider; see Article 8.9 of these General Terms and Conditions for further details.
- 8.4 You cannot cancel a top-up to the OV Pass balance retrospectively. However, you may request a refund of the balance as described in Articles 8.16 and 8.17 of these General Terms and Conditions. See the www.ovpay.nl website for further information.
- 8.5 You are not entitled to interest on the balance in your OV Pass account.
- 8.6 If you believe that an error has been made when crediting and/or debiting the balance in your OV Pass account, you must report this to OVpay customer services, providing supporting evidence, within one year of the balance being credited and/or debited. See Article 18.1 of these General Terms and Conditions for the contact details. The Central Accounting System is used to determine the balance and transactions.

Paying using the balance



- 8.7 For every journey you make using the balance on your OV Pass, the Fare is payable to the Transport Provider. The Fare is automatically deducted from the balance in the OV Pass account after you check out using the OV Pass with which you checked in. The Fare is based on the Transport Provider's applicable Fares and is calculated by Translink's Central Accounting System on the basis of the journey route defined by checking in and out with the OV Pass.
- 8.8 If you are travelling with a Product, you will be charged the Fare that you are required to pay in accordance with the terms and conditions of that Product. If your Product entitles you to a discount on that journey, that discount will automatically be deducted from the Fare. If, under the terms of your Product, you are required to pay a surcharge, that amount will automatically be added to the Fare.
- 8.9 If you are travelling on balance, the balance in your OV Pass account must be at least a certain minimum amount in order to check in using the OV Pass. The Transport Provider determines what this minimum balance in the OV Pass account must be. Depending on the Transport Provider, there may be a difference between the minimum balance required at the start of the travel day (i.e. when checking in with the OV Pass for your first journey of the day) and the minimum balance required during the travel day (i.e. when checking in with that OV Pass for a second journey of the day).
- 8.10 Notwithstanding the provisions of Article 8.9, you must ensure that there is sufficient balance on your OV Pass to cover the Fare for the journey that you are about to make. If the Fare exceeds the minimum amount, you must therefore ensure that you have enough balance to cover the Fare.
- 8.11 If the balance in the OV Pass account is insufficient to pay the Fare when you check out, the OV Pass will be blocked. You will then no longer be able to use it to check in. To be able to check in again using the OV Pass, you must top up the OV Pass account with sufficient funds (see Articles 8.1 to 8.6), so that:
- a) the Fare due can first be paid; and
 - b) the OV Pass account subsequently contains the minimum amount set by the Transport Provider (see Article 8.9) to be able to check in again.
- 8.12 If you believe that an incorrect Fare has been calculated and charged, you may contact OVpay customer services (see also Articles 8.6, 10 and 18.1 of these General Terms and Conditions).
- 8.13 By checking in or out with your OV Pass, you authorise Translink to transfer the Fare to the Transport Provider on your behalf.
- 8.14 Transport Providers and Translink are entitled to correct the Fare charged retrospectively or to set it off against the balance in the OV Pass account if it becomes apparent that the incorrect Fare has been charged.
- 8.15 You may not set off any claims you may have against the Transport Provider against any claims that the Transport Provider may have against you. Nor may you set off any balance in your OV Pass account against any claims that Translink may have against you (e.g. a claim that Translink has against you due to a negative balance on your OV-chip card).

Refund of the balance

- 8.16 You may request a refund of the positive balance in your OV Pass account in the manner set out on the www.ovpay.nl. This may be done up to five years after your

- right to use the OV Pass has ended, except in the cases described in Article 15.3.
- 8.17 If, at the time of the refund request, a Fare is still due, that Fare will first be deducted from the balance in the OV Pass account. If any balance then remains, it will be refunded.



Article 9 – Travelling on account using the OV Pass

- 9.1 In order to travel on account using your OV Pass, you must have entered into a Travel on Account Agreement with a Travel on Account Provider.
- 9.2 The Travel on Account Provider may impose conditions and restrictions on your ability to travel on account using your OV Pass, for instance regarding the types of transport or the Participating Transport Providers with which you may travel on account. The Travel on Account Provider may also stipulate that the OV Pass may be used only by you and not by others (therefore also non-personal products).
- 9.3 When travelling on account, the Customer does not pay the Transport Provider, but rather the Travel on Account Provider. The Travel on Account Provider settles all journeys with the Customer in accordance with the arrangements set out in the Travel on Account Agreement.
- 9.4 The amount charged to the Customer by the Travel on Account Provider may differ from the Fare charged by a Transport Provider for the same journey when travelling on a prepaid balance. Please check with the Travel on Account Provider for further details.
- 9.5 If the Travel on Account Provider makes arrangements with you that supplement or deviate from these General Terms and Conditions, those arrangements are not binding on us. This is because Translink and the Participating Transport Providers are not parties to the arrangements between you and the Travel on Account Provider. Nor are we responsible or liable for any acts or omissions on the part of the Travel on Account Provider.

Article 10 – Incomplete Journey

General

- 10.1 If the Fare cannot be determined because an Incomplete Journey has taken place, an Incomplete Journey Correction Fee is payable.
- 10.2 You may correct an Incomplete Journey up to 60 days after the day on which you made the Incomplete Journey in question (1) in the App, (2) via ovpay.nl, (3) via OVpay customer service or – if the Transport Provider offers this service – (4) via a method or methods specified by the Transport Provider.
- 10.3 The Transport Provider may offer automatic correction. Automatic correction means that, contrary to Article 10.2, you do not correct your Incomplete Journey yourself, but the Transport Provider does so automatically, provided that the requirements set by the Transport Provider are met. The Transport Provider determines whether and under what conditions automatic correction is applied.
- 10.4 The Transport Provider may set a limit on the number of times you may correct an Incomplete Journey. This also applies to the number of automatic corrections. The Transport Provider may also stipulate that an automatic correction counts towards the limit set on the number of times an Incomplete Journey may be corrected by



- you.
- 10.5 If both these General Terms and Conditions, Product Terms and Conditions, or other terms and conditions provide that an Incomplete Journey Correction Fee may be charged for an Incomplete Journey, then an Incomplete Journey Correction Fee may be charged only once for that Incomplete Journey. An Incomplete Journey Correction Fee therefore cannot be charged twice for the same Incomplete Journey.

Incomplete Journey when travelling on balance

- 10.6 If you travel on balance, the Incomplete Journey Correction Fee is payable to the Transport Provider in the event of an Incomplete Journey. This Incomplete Journey Correction Fee is automatically deducted from the balance in your OV Pass account.
- 10.7 Following the correction of an Incomplete Journey (whether you correct it yourself, see Article 10.2, or whether this is done automatically by the Transport Provider, see Article 10.3), the Fare will be calculated and any overpayment will be refunded to the OV Pass account or, if you have underpaid, deducted from the balance in the OV Pass account.

Incomplete Journey when travelling on account

- 10.8 When travelling on account using the OV Pass, the Customer is liable for payment of the Incomplete Journey Correction Fee to the Travel on Account Provider. The relevant terms and conditions, such as the amount due, depend on the terms and conditions of the Travel on Account Provider.

Article 11 – Refusal, confiscation and blocking of the OV Pass

- 11.1 The OV Pass will be refused when checking in and out if it has expired. The OV Pass is valid up to and including the last calendar day of the month stated on the OV Pass. The OV Pass will be refused when checking in (and out) if it has been reported lost or stolen to Translink. The Transport Provider may confiscate or block an OV Pass on behalf of Translink if:
- a) it has been reported as lost or stolen;
 - b) you attempt to travel with an OV Pass that has expired;
 - c) you act in breach of these General Terms and Conditions; and/or
 - d) there is a suspicion of fraud or misuse involving the OV Pass and/or the Products linked to the OV Pass.

Article 12 – Loss, theft and replacement of the OV Pass

- 12.1 You must immediately report any theft or loss of the OV Pass to OVpay customer services so that the OV Pass can be blocked. Further information can be found on the www.ovpay.nl website. If you travel on account, please also contact your Travel on Account Provider. The Travel on Account Provider may also impose certain conditions in this regard.
- 12.2 Any loss of balance will be payable by the Transport Providers once you have reported the loss as described in Article 12.1. Any loss of balance occurring before such a report is made will be at the Customer's own expense and risk. If you are travelling on account, this is subject to the terms and conditions of the relevant Travel on Account Provider. The provisions of Article 14 apply in the event of

misuse or fraud involving the OV Pass.

- 12.3 You may have the OV Pass replaced in the manner described on the www.ovpay.nl website. This may incur a charge. If you are travelling on account, please contact your Travel on Account Provider for the terms and conditions that may apply to having the OV Pass replaced.



Article 13 – Use of the OV Pass

- 13.1 You must use the OV Pass with due care and only for the purposes for which it was issued. You may not damage, alter or use the OV Pass in contravention of these General Terms and Conditions or the instructions given by Translink or Transport Providers.
- 13.2 You may not reproduce, disclose, alter or circumvent the security measures on or within the OV Pass, or otherwise prevent their operation for the purpose of unauthorised use of the OV Pass. Nor may you facilitate any of the above actions or allow others to carry them out.
- 13.3 If you are using a holder, such as a wallet, containing several OV Passes or payment cards, you must remove the OV Pass that you wish to use from that holder and hold it up to the card reader on the check-in and check-out posts and gates. If you nevertheless place your holder containing multiple OV Passes in front of the card reader to check in or out, you yourself bear the risk of the consequences. These risks include paying too much for a journey or incurring fines or penalties for travelling without a valid ticket (because an error message appears and the check-in is unsuccessful).

Article 14 – Fraud or misuse of the OV Pass

- 14.1 Fraud or misuse of the OV Pass as referred to in this Article 14 includes, among other things, copying, altering or forging the OV Pass, the use of a lost or stolen OV Pass, or any other act or omission contrary to these General Terms and Conditions with the aim of unlawfully or wrongly benefiting yourself or another person, or unlawfully or wrongly disadvantaging Translink, a Transport Provider or any other party concerned. This may be the case, for instance, if the Central Accounting System shows that you have repeatedly failed to check in or out when required to do so.
- 14.2 In the event of fraud or misuse (or suspected fraud or misuse), Translink and the Transport Providers reserve the right to block or arrange for the blocking of the relevant OV Pass(es), and to claim compensation.
- 14.3 If you know or reasonably suspect that someone is committing fraud or misusing your OV Pass, you must report this as soon as possible to the OVpay customer service team. See Article 18.1 for the contact details. After filing this report, you must follow the instructions given by the OVpay customer service team.
- 14.4 If a report is filed or if you suspect fraud or misuse of the OV Pass, Translink and/or the Transport Provider may launch an investigation. As part of that investigation, they may, to the extent necessary and permitted under applicable laws and regulations, engage third parties, such as investigative authorities, supervisory bodies or experts. In doing so, they may process and share personal and other



- data to the extent necessary for the investigation, the security of the system, the recovery of any loss or the taking of measures.
- 14.5 Where fraud or misuse of the OV Pass is suspected (whether or not following a report), Translink and the Transport Provider have the right (but expressly not the obligation) to take appropriate measures, including:
- a) blocking the OV Pass;
 - b) blocking one or more Products linked to the OV Pass;
 - c) refusing a request for a refund of the balance or the correction of an Incomplete Journey; and
 - d) refusing new applications to link Products to the OV Pass.
- 14.6 Translink and the Transport Provider are not obligated to block the OV Pass or take other measures if this could hinder the investigation or detection of fraud or misuse.
- 14.7 If Translink or the Transport Provider finds that fraud or misuse has been committed using your OV Pass, you are entitled to reimbursement of the loss of balance directly resulting from this (as far as this loss can be sufficiently established) if:
- a) this is not the result of your wilful misconduct, fault or negligence; and
 - b) you have strictly complied with the instructions given by Translink and the Transport Provider.
- 14.8 If Article 14.7 applies, Translink or the Transport Provider will then:
- a) provide you with a new OV Pass free of charge; and
 - b) reimburse the balance you have lost.
- 14.9 If you are travelling on account, any reimbursement will depend on the terms and conditions of the relevant Travel on Account Provider.
- 14.10 When determining the amount of any reimbursement as referred to in Article 14.7, the data in the Central Accounting System will serve as a basis, unless you can demonstrate that this data is incorrect or incomplete. All top-up and payment transactions carried out using the OV Pass up to the time of the report or, if no report has been made, up to the time at which Translink or the Transport Provider identified the fraud or misuse will then be taken into account.
- 14.11 If you have demonstrably benefited from fraud or misuse of the OV Pass and we have a claim against you in that regard, Translink and the Transport Provider(s) may set off this benefit against any sums payable to you or may reclaim this benefit from you.
- 14.12 Reimbursement of loss of balance as referred to in Article 14.7 does not mean that Translink or the Transport Provider thereby acknowledge any liability for the damage, fraud or misuse.

Article 15 – End of the right to use the OV Pass

- 15.1 The right to use the OV Pass and the Agreement will end in the following cases:
- a. you exercise your right of withdrawal as referred to in Article 4.2. The right of use ends the moment you exercise your right of withdrawal;
 - b. Translink (whether or not at the request of a Transport Provider) blocks an OV Pass (i) after a report of loss or theft (see Article 12.1); or (ii) in the event of fraud or misuse of the OV Pass or a reasonable suspicion of such



- fraud or misuse (see Article 14.5). The right of use ends as soon as the OV Pass is blocked;
- c. Translink is obligated to block the OV Pass due to a directive or instruction from an authority, such as a regulator, a liquidator, an administrator or a banking institution;
 - d. you have stated in writing that you do not agree to an amendment to these General Terms and Conditions as referred to in Article 16.2. The right of use ends the moment you send the written notice;
 - e. the OV Pass has expired;
 - f. a compelling reason justifies the termination of the right to use the OV Pass, for instance if the OV Pass is technically faulty, for safety reasons, or to protect the operation of the technical systems that support the OV Pass. The right to use the OV Pass ends as soon as Translink informs you accordingly.
- 15.2 You may no longer use the OV Pass immediately after the right of use has ended as described in Article 15.1, unless otherwise specified in these General Terms and Conditions.
- 15.3 The end of the right to use the OV Pass and the Agreement has no effect on any Profile or Products linked to the OV Pass, with the exception of the situation described in Article 4.5. The end of the right to use the OV Pass and the Agreement also has no effect on your right to a refund of the balance in accordance with Articles 8.16 and 8.17, except in cases of negligence on your part (e.g. if you have lost your OV Pass or if it has been stolen and you have not reported this to OVpay customer services).

Article 16 – Amendments

- 16.1 These General Terms and Conditions may be amended unilaterally at any time by Translink and the Participating Transport Providers. You will be notified of any such amendments two (2) weeks before they come into effect via your (online) account in the App and on the www.ovpay.nl/voorwaarden website. The amended General Terms and Conditions will be published on this website. These General Terms and Conditions may be amended with immediate effect if Translink and the Participating Transport Providers have an urgent interest in amending them.
- 16.2 If you do not agree to an amendment to these General Terms and Conditions, you may terminate the Agreement. You may do so by contacting OVpay customer services within 30 calendar days of the amendment being announced in the App or via the www.ovpay.nl website. You must state in that message that you do not agree to the relevant amendment(s) and that you wish to terminate the Agreement. The right to use your OV Pass will end ten calendar days after you have contacted OVpay customer service. Any remaining balance will be refunded as described in Articles 8.16 and 8.17 of these General Terms and Conditions.
- 16.3 Translink and the Participating Transport Providers may add or discontinue features and services on the OV Pass at any time. The latest information can be found at the www.ovpay.nl website. If this affects these General Terms and Conditions, the provisions of Articles 16.1 and 16.2 will apply.

Article 17 – Privacy

Translink and the Participating Transport Providers may process your Personal Data when you use the OV Pass. This is done in accordance with their respective privacy statements. Further information on the applicable privacy statement(s) can be found at the OVpay website (www.ovpay.nl/privacy) and at those of the Participating Transport Providers.



Article 18 – Enquiries, complaints and disputes

- 18.1 Enquiries, complaints and feedback regarding the OV Pass and its use that do not relate to transport provided by the Transport Provider must be submitted to OVpay customer service. In the event of a complaint, OVpay customer service will assess whether an appropriate solution can be offered to resolve the complaint. OVpay customer service can be contacted by telephone (033 330 2400; the standard rate applies for this information line). The opening hours of OVpay customer service can be found on the OVpay website (www.ovpay.nl). Depending on the nature of your enquiry or complaint, OVpay customer service may ask you questions for verification purposes.
- 18.2 If you are dissatisfied with the way in which OVpay customer service has resolved your complaint, you may refer your dispute with Translink or a Transport Provider to the Disputes Committee if you are a consumer within the meaning of the Disputes Committee's rules, or to the Utrecht District Court (see Article 18.7). If you wish to submit the dispute to the Disputes Committee, you must do so within 12 months of the date on which you lodged your complaint with OVpay customer service.
- 18.3 The dispute must be submitted to the Disputes Committee using the designated form, which you can complete on the Disputes Committee's website or request from the Disputes Committee.
- 18.4 The Disputes Committee will consider the dispute and issue a ruling in accordance with its rules of procedure. These rules also set out the conditions that must be met in order to submit a dispute to the Disputes Committee. You may request a copy of the rules of procedure from the Disputes Committee.
- 18.5 The Dispute Committee's ruling is a binding recommendation with which you, Translink and the Transport Provider must comply. If you submit a dispute to the Dispute Committee, you are required to pay it a fee. See www.degeschillencommissie.nl for further information on the Dispute Committee.
- 18.6 If you submit a dispute to the Disputes Committee, both Translink and the Transport Provider are bound by this decision. If Translink or the Transport Provider submits a dispute to the Disputes Committee, you will be notified and asked to let them know within six weeks whether you agree to this. If you do not agree or do not respond within that six-week period, Translink and the Transport Provider are free to bring the dispute before the Utrecht District Court.
- 18.7 Disputes concerning the formation or performance of the Agreement (of which these General Terms and Conditions form a part) between you and Translink and/or a Transport Provider may be brought before the District Court of Utrecht by either you or Translink and/or the Transport Provider.

Article 19 – Miscellaneous provisions



- 19.1 Dutch law applies to the formation and performance of the Agreement, of which these General Terms and Conditions form a part. These General Terms and Conditions are available in Dutch and English.
- 19.2 You may view and download these General Terms and Conditions at www.ovpay.nl. These General Terms and Conditions have also been filed with the Chamber of Commerce under number 30177126. You may furthermore request a copy of these General Terms and Conditions free of charge from OVpay customer service. See Article 18.1 for contact details.
- 19.3 The communication between Translink and/or Participating Transport Providers and you regarding all matters relating to the OV Pass will be conducted in Dutch. The communication referred to here may take place in English at your express request.
- 19.4 You are required to identify yourself on the basis of a legally recognised form of identification if you are unable to present a valid ticket to the Transport Provider (or its ticket inspector) or if you fail to comply with an instruction given by the Transport Provider.
- 19.5 You may not sell or resell the OV Pass to any third party. Without Translink's written consent, you may not provide commercial services to others for the purpose of topping up or refunding the balance on their OV Pass.
- 19.6 The following applies with regard to liability related to an Agreement, these General Terms and Conditions, the OV Pass or its use:
- a) we are liable only for direct damage resulting from attributable breach of the Agreement;
 - b) we are not liable for indirect damage or consequential damage, including loss of profit, losses incurred and lost savings, and damage resulting from missed journeys or connections. Nor are we liable for damage caused by (i) malfunctions or failures in equipment or networks; and/or (ii) careless or incorrect use of the OV Pass;
 - c) to the extent permitted by law, our liability is limited to a maximum of EUR 150 per claim;
 - d) in the event of damage, you must take all reasonable measures to prevent or minimise the damage. You must furthermore report or submit a complaint, claim for damage or claim for compensation within a reasonable period after you have discovered or could reasonably have discovered the damage. This may be done, for instance, in writing or by telephone to OVpay customer service;
 - e) the limitations of liability set out in this Article 19.6 will not apply if the damage (i) resulting in death or personal injury; (ii) arises from wilful misconduct or gross negligence on our part; or (iii) may not be excluded or limited under applicable mandatory law; and
 - f) the liability provisions in this Article 19.6 relate exclusively to liability arising from or related to the Agreement, these General Terms and Conditions and the OV Pass. The liability provisions in this Article 19.6 expressly do not apply to separate transport agreements entered into with the Transport Provider for journeys made using the OV Pass, and do not affect statutory and contractual liability provisions applicable to the transport agreement, including Article 8:108 of the Dutch Civil Code and the Transport Provider's

applicable terms and conditions. In the event of any conflict, inconsistency or ambiguity between the liability provisions of this Article 19.6 and the statutory and contractual liability provisions applicable to the transport agreement, including Article 8:108 of the Dutch Civil Code and the Transport Provider's applicable terms and conditions, the latter will take precedence.



Amersfoort, 1 August 2026