



GENERAL TERMS AND CONDITIONS OF IZI-to B.V. REGARDING THE SERVICE CONTRACT

Preamble

The Blankenburg Connection is an infrastructure project paid for partly by temporary tolls (under the *Wet tijdelijke tolheffing Blankenburgverbinding en ViA15*, the Blankenburg Connection and ViA15 Temporary Toll Collection Act). It concerns the A24 motorway between the A15 near Rozenburg and the A20 between Maassluis and Vlaardingen. In principle, this toll applies to all motor vehicles (as referred to in Article 1(1)(c) of the *Wegenverkeerswet 1994*, the Road Traffic Act 1994). According to the *Wet implementatie EETS-richtlijn*, the EETS Directive Implementation Act, which came into force in 2021, the Blankenburg Connection is designated as an EETS domain. This means it uses a toll system based on number plate recognition.

IZI-to B.V. (the “**Service Provider**”) can influence only actions related to payments (postpaid and prepaid) based on the use of the Toll Road by means of a subscription. The Service Provider thus has no control over physical access to the Toll Road.

Clause 1 – Definitions

1.1 In these General Terms and Conditions, the terms below will have the following meanings, unless explicitly indicated otherwise:

Term	Abbreviation	Meaning
Arm’s-length Relationship		A Service Contract between the Service Provider and a professional party, or at least a party acting in the pursuit of professional or commercial activities when entering into the Service Contract.
Blankenburg Connection		The connection between the A15 near Rozenburg and the A20 between Maassluis and Vlaardingen.
Business Day		Any Calendar Day, except Saturdays, Sundays, public holidays or Calendar Days designated as equivalent thereto in the Algemene Termijnenwet, the General Extension of Time Limits Act.
Calendar Day		A day according to the calendar from 00:00 to 24:00.
Clause		A clause in these General Terms and Conditions.
Complaint		A clause in these General Terms and Conditions.

Contracting Party		A Holder with whom the Service Provider has entered into a Service Contract.
Customer Contact Centre		A customer contact centre is a department specialising in handling customer contacts through various communication channels, such as (but not limited to): telephone, e-mail, web forms, mail, chat, WhatsApp and Social Media.
DCC		The Dutch Civil Code.
Direct Damage		Damage that is the direct result of a harmful event, not being Indirect Loss.
Direct Payment		A direct payment to the Toll Collector for a Vehicle Passage without the involvement of a service provider.
EETS Directive		Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees in the Union (OJEU 2019, L 91).
EETS Directive Implementation Act		The Act of 7 July 2021, regulating the implementation of Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees in the Union.
Force Majeure		Force majeure as defined in Clause 14 of these General Terms and Conditions.
General Terms and Conditions		These General Terms and Conditions of IZI-to B.V. regarding the Service Contract.
Holder		A holder as defined in Article 1 of the Blankenburg Connection and ViA15 Temporary Toll Collection Act.

Indirect Loss		Loss that can be classified as “consequential loss” and that is not the direct result of a harmful event. Indirect Loss in any event includes: loss of profits, turnover or income and intangible loss or harm.
Invoice		Summary of Services provided, stating the prices, and the request to pay (if the invoice has not yet been paid). The Service Provider will issue invoices on behalf of the RDW.
Laws and Regulations		All national and/or international laws, rules, guidelines, regulations, norms, standards, etc. applicable, in force or to come into force in connection with this Service Contract, including, but not limited to, the TTC Act.
List of Tolls		The list of categories, tolls and fees for the use of the Blankenburg Connection, as determined and published by the Service Provider. The List of Tolls is available on the Service Provider’s website: www.move-izi.nl .
Motor Vehicle		Any vehicle as defined in Article 1(1)(c) of the Road Traffic Act 1994.
Our Minister		Minister of Infrastructure and Water Management.
Personal Data		Personal data as defined in Article 4(1) of the General Data Protection Regulation.
Postpaid		A receivable paid in retrospect.
Prepaid		An expected receivable paid in advance. Prepaid creates a credit or balance used to settle receivables arising in the future.
Privacy Statement		The privacy statement on the processing of the Contracting Party’s personal data, available on the Service Provider’s website: move-izi.nl .
Processing of Personal Data		The processing of Personal Data as defined in Article 4(1) and (2) of the General Data Protection Regulation.
RDW		Rijksdienst Wegverkeer, the Netherlands Vehicle Authority, a legal entity under public law and autonomous administrative body with its registered office in Zoetermeer, as defined in Article 1(q) of the Road Traffic Act 1994, listed in the commercial register of the Chamber of Commerce under number 27374436.
Right of Withdrawal		The option for the Contracting Party to revoke the Service Contract within the statutory cooling-off period (withdrawal period) of fourteen (14) Calendar Days (following the day on which the Service Contract was concluded).

Road Section		A specifically designated road or section of that road where toll is charged.
Service		The provision of payment services to pay the Toll for the Blankenburg Connection.
Service Contract		The contract between the Contracting Party and the Service Provider for the payment of the Toll for Temporary Toll Collection for the use of the Blankenburg Connection.
Service Provider		IZI-to B.V., with its registered office and principal place of business at Van Deventerlaan 31 in (3528 AG) Utrecht, the Netherlands, with Chamber of Commerce number 891736510000. IZI-to will use, among others, but not exclusively, the trade name Move-IZI.
Special Transport		Any transport that falls into the category of an “abnormal load” according to the guidelines of the Netherlands vehicle authority RDW and may only be carried out with an exemption as referred to in Article 149 of the Road Traffic Act 1994.
Temporary Toll Collection	TTC	The temporary collection of a toll to partly fund the Blankenburg Connection. The toll consists of a fee per Vehicle Passage owed by a Contracting Party to Our Minister for driving a Motor Vehicle on the Blankenburg Connection.
Toll		A fee owed per Vehicle Passage by a Contracting Party to Our Minister for driving a Motor Vehicle on the Blankenburg Connection (as defined in Article 1 of the TTC Act). ¹ The Toll is indexed annually by operation of law. The use of the Blankenburg Connection is at all times subject to the current statutory fees.
Toll Collection		The collection of a toll for the use of a Road Section with a Motor Vehicle.
Toll Collector		The State of the Netherlands, a legal entity under public law represented by the Minister of Infrastructure and Water Management.
TTC Act		The Blankenburg Connection and ViA15 Temporary Toll Collection Act of 2 December 2015, regulating the temporary collection of tolls for the partial funding of the connection between the A15 near Rozenburg and the A20 between Maassluis and Vlaardingen and the connection of the A15 between the Valburg junction and the A12 near Zevenaar, and amendments thereto included in the form of, among other things, the bill amending the Blankenburg Connection and ViA15 Temporary Toll Collection Act in connection with the EETS Directive Implementation Act and some technical adjustments, once these amendments enter into force.

User		Any natural person or legal entity who enters into a Service Contract with the Service Provider in the name of a Holder, but who is not the Holder of the Motor Vehicle.
Vehicle Passage		Each time a Motor Vehicle passes by Roadside Equipment on a Road Section subject to the toll decree.

1. Every person is obliged to pay the Toll when their Motor Vehicle passes the tolled road section of the Blankenburg Connection. This is determined by automatic number plate recognition, allowing the motor vehicle to pass the tolled route without delay (free-flow). The vehicle classification (weight class) and toll due are then determined by the toll collector.

2. **Clause 2 – Applicability and scope of application**

- 2.1 These General Terms and Conditions apply from the moment the Contracting Party enters into a Service Contract with regard to the possibility of using the Blankenburg Connection or a subscription to that possibility.
- 2.2 These General Terms and Conditions also apply to any offer made by the Service Provider and to any Service Contract concluded between the Service Provider and the Contracting Party, unless and to the extent that the aforementioned parties have expressly deviated from these General Terms and Conditions or its provisions.
- 2.3 If the Contracting Party also uses a set of general terms and conditions, these will have effect only if the Service Provider has accepted them in writing. Moreover, following acceptance by the Service Provider, they will apply only to the relevant Service Contract.
- 2.4 The General Terms and Conditions have been filed with the Chamber of Commerce in Utrecht under number 89173651. The Service Provider will provide a copy of the General Terms and Conditions free of charge on request. The General Terms and Conditions can also be accessed and downloaded free of charge on the Service Provider's website: www.move-izi.nl.
- 2.5 Where the General Terms and Conditions refer to other rules or regulations, these are deemed to form part of the General Terms and Conditions.
- 2.6 The acceptance of the General Terms and Conditions by the Contracting Party is also deemed to extend to any future Service Contracts.
- 2.7 If one or more provisions of these General Terms and Conditions prove to be null and void or voidable, the other provisions of these General Terms and Conditions will remain in full force and effect.

3. **Clause 3 – The Service Contract**

- 3.1 A Service Contract is concluded when the Contracting Party accepts the Service Provider's offer. Acceptance occurs by completing all the steps of the registration process as presented on the Service Provider's website.
- 3.2 The Service Contract will come into effect as soon as the Contracting Party receives confirmation of the Service Contract. This occurs at least after RDW has accepted the activation and confirmed receipt. The Service Provider will notify the Contracting Party of RDW's confirmation. If RDW refuses an activation, no Service Contract will be concluded between the parties.
- 3.3 The Contracting Party agrees in advance to, and will cooperate in, the takeover of the Service Contract by RDW or a third party to be designated by the Service Provider without prior approval being required.
- 3.4 The Service Provider is entitled to request necessary documentation and data from the Contracting Party. If requested, the Contracting Party will provide such documentation and data without delay.
- 3.5 Every Service Contract between the Service Provider and the Contracting Party is entered into for an indefinite period, unless expressly agreed otherwise.
- 3.6 Multiple current Service Contracts may pertain to more than one Motor Vehicle.

- 3.7 Before the Contracting Party can conclude a new Service Contract for a Motor Vehicle, they must first terminate any previously concluded Service Contracts mentioning that Motor Vehicle with due observance of the provisions set out in Clause 5 of these General Terms and Conditions.
- 3.8 The Contracting Party is responsible for removing a Motor Vehicle from the Service Contract or terminating the Service Contract when they cease to be the Holder of the relevant Motor Vehicle. If the Contracting Party fails to do so in a timely manner, the Contracting Party will remain liable for the payment of the Toll to the Service Provider as defined in Clause 9 of these General Terms and Conditions. The Contracting Party may amend the Service Contract free of charge if the amendments pertain to the following topics:
- (a) personal or company details;
 - (b) registered Motor Vehicles and/or related information;
 - (c) the EETS domains covered by the Service Contract;
 - (d) payment method;
 - (e) instrument of payment;
 - (f) payment reference;
 - (g) invoice address.
- 3.9 The Service Provider will confirm amendments (as defined in Clause 3.8 of these General Terms and Conditions) to the Contracting Party as soon as possible after their implementation. Confirmation will be given by means of an e-mail to the e-mail address known to the Service Provider. If no e-mail address is known, a letter will be sent to the Contracting Party's invoice address.
- 3.10 Amendments to the Service Contract other than those referred to in Clause 3.8 of these General Terms and Conditions will have effect only if they have been agreed in writing or electronically between the Service Provider and the Contracting Party.
4. **Clause 4 – Right of withdrawal and cooling-off period**
- 4.1 The Service Contracts which the Service Provider concludes online with consumers are subject to a statutory term of 14 (fourteen) Calendar Days within which a Contracting Party may withdrawal from the Service Contract without providing any reason for doing so.
- 4.2 Before availing itself of the Right of Withdrawal, the Contracting Party will notify the Service Provider of its decision to withdraw from the Service Contract. To that end, the Contracting Party may:
- (a) (a) use the model withdrawal form that can be accessed at the following link: [move-izi.nl](https://www.move-izi.nl), or;
 - (b) (b) issue another unambiguous statement indicating that it will withdraw from the Service Contract. It must be clear to the Service Provider who the person of the Contracting Party is and from which Service Contract the Contracting Party is withdrawing.
- 4.3 4.3 The term of 14 (fourteen) Business Days starts on the date on which the Service Contract is concluded.

- 4.4 If the Contracting Party has paid an amount, the Service Provider will repay this amount as soon as possible, but no later than within 14 (fourteen) Business Days after withdrawal.
- 4.5 If the Contracting Party wishes to use the Service within the withdrawal term, the Contracting Party which has availed itself of the Right of Withdrawal will pay the Service Provider an amount that is equal to the performance that had already been rendered by the date on which the Contracting Party notified the Service Provider that it would be availing itself of its right of withdrawal.
5. **Clause 5 – Termination and dissolution of the Service Contract**
- 5.1 The Contracting Party can immediately terminate one or more contracts for services simultaneously.
- 5.2 The service provider will confirm the termination within 5 (five) Business Days after receiving a request for termination of a Provision of Services by the Contracting Party either by e-mail or, if the e-mail address of the Contracting Party is unknown or at their express request, by mail to the invoice address of the Contracting Party.
- 5.3 With regard to both prepaid payments and postpaid payments the Service Provider is authorised to terminate the Service Contract with immediate effect if the Contracting Party:
- 5.3.1 is no longer the Holder of the relevant Motor Vehicle to which the Service Contract pertains. If the Service Contract pertains to multiple Motor Vehicles, the Service Provider can terminate the Service Contract in part with regard to the Motor Vehicles of which the Holder is no longer the Holder;
 - 5.3.2 applies for a (provisional) suspension of payments;
 - 5.3.3 is granted a (provisional) suspension of payments;
 - 5.3.4 applies for bankruptcy;
 - 5.3.5 is declared bankrupt.
- 5.4 The Service Provider must immediately notify the Contracting Party of the termination of the Service Contract.
- 5.5 In the event of termination, the Service Provider will pay back any remaining prepaid balance and, if applicable, remaining security deposits, after payment of the outstanding Toll amounts within three (3) to five (5) Business Days to the Contracting Party on the bank account number submitted by the Contracting Party.
6. **Clause 6 – Holder’s Consent**
- 6.1 A User can enter into a Service Contract with a Service Provider on behalf of a Holder.
- 6.2 When entering into the aforementioned Service Contract, the User must inform the Service Provider of the identity of the Holder of the Motor Vehicle. At the request of the Service Provider, the Holder must demonstrate that the number plate of the Motor Vehicle is registered in the name of the Holder by submitting the registration details of the Motor Vehicle.
- 6.3 If the Holder does not consent to the User entering into a Service Contract, the Holder must inform the Service Provider of such as quickly as possible by sending the Service Provider a written statement.

- 6.4 The Holder can withdraw their consent for the User to enter into a Service Contract with immediate effect by sending the Service Provider a written statement to that end.
- 6.5 The Service Provider will confirm the withdrawal of consent to the Holder and the User who entered into the Service Contract on behalf of the Contracting Party within five (5) Business Days after receiving a Holder's request to withdraw consent. This confirmation is sent via e-mail or, if the Contracting Party's e-mail address is unknown or at the request of the Contracting Party, by mail to the contact address of the Contracting Party.
- 6.6 The User is responsible for the correctness of the details provided when entering into a Service Contract. If the User submits incorrect details, the User is jointly and severally liable for the payment of the Toll owed. The User is also liable for the loss or damage incurred due to the submission of incorrect details to the Service Provider.

7. **Clause 7 – Processing of Personal Data**

- 7.1 The Service Provider respects the privacy of all Contracted Parties and treats the personal data collected by it as confidential and makes sure that the personal data is secured well. The Privacy Statement provides transparency on how the Contracting Party's personal data is used and can be viewed at www.move-izi.nl.
- 7.2 Active cameras are put up at several locations along the toll route. These cameras record your number plate if you use the connecting road Blankenburg Connection. As a rule, the Service Provider does not have direct access to the camera footage. However, if a Contracting Party files a complaint or requests access to the photos taken during the passage, the Service Provider may request these photos from the RDW (Netherlands Vehicle Authority). The cameras are owned by third parties and the Service Provider does not have independent access to or control of the camera footage. The Service Provider collects information via the RDW Open Data API on Dutch vehicle, including details on the mark, model and weight of the vehicle.
- 7.3 The Service Provider is responsible for the details that were submitted to or obtained from the RDW and third parties in the context of the Service Contract and/or the use of the Blankenburg Connection. The Service Provider uses the details referred to in Clause 7.2 of these General Terms and Conditions for the performance of the Service Contract and for its accounts receivable and accounts payable records. Uses of these details include the collection of claims, including the collection of the Toll owed. In the context of the collection of payments owed, the Service Provider will, if necessary, provide third parties with the personal data in so far as these are involved in the collection.
- 7.4 The data collected as referred to in Clause 7.2 of these General Terms and Conditions can also be used to send their own commercial communication, subject to the condition that this relates to similar services. The above means that the Service Provider can send the Contracting Party information about similar services of the Service Provider. This provision applies for as long as there is a contractual relationship. The Contracting Party always has the possibility to opt out, after which the Contracting Party will no longer receive this information.
- 7.5 The Contracting Party is at all times entitled to unsubscribe from receiving such communication.

8. **Clause 8 – Privacy**

- 8.1 The Service Provider takes appropriate technical and organisational measures to protect the Personal Data against loss, theft, unauthorised access, publication, amendment or deletion.

- 8.2 The security measures taken by the Service Provider include, but are not limited to, encryption of data, secured storage facilities, access control mechanisms and regular security audits.
- 8.3 The Service Provider has a documented privacy policy which observes the relevant laws and regulations regarding the protection of data, such as the General Data Protection Regulation (GDPR). This policy sets out how Personal Data are collected, used, stored and shared.
- 8.4 In case of a data breach or other security breaches that lead to unintentional or unlawful deletion, loss, change, unauthorised publication of or access to Personal Data, the Service Provider will immediately notify the Contracting Party. The Service Provider will take all reasonable steps in that respect to limit the consequences of the breach and prevent further breaches.
- 8.5 The Service Provider regularly assesses and updates its security and privacy policy to ensure that it stays in line with the standards of data protection and security.

9. **Clause 9 – Prices and fees**

- 9.1 The use of the Blankenburg Connection is at all times subject to the current statutory fees. The Service Provider must provide these fees on the List of Tolls and will include changes to the statutory fee as quickly as possible. The current statutory fee prevails.
- 9.2 The Service Provider is in no way responsible for the amount of the Toll in force at any point in time. The Tolls are determined by ministerial order. The List of Tolls can also be found online. The List of Tolls is published on the website: www.move-lzi.nl.
- 9.3 The Service Provider is authorised to charge the Contracting Party with additional costs as further specified in the List of Tolls for the following additional services:
- (a) sending a duplicate invoice by mail to the invoice address of the Contracting Party at their request;
- 9.4 If Tolls are updated and/or changed or additional costs are charged, the Service Provider must inform the Contracting Party no later than ten (10) Business Days before the new and/or changed Tolls or additional costs by e-mail or, if the Contracting Party's e-mail address is unknown, by mail to the invoice address of the relevant Contracting Party.

10. **Clause 10 – Payment of the Toll**

- 10.1 The Contracting Party must enter into a Service Contract with the Service Provider for the payment of the Toll. The Contracting Party must consider payment to the Service Provider a payment to the Toll Collector.
- 10.2 The payment obligation for the Toll is borne by the Contracting Party entering into the Service Contract with the Service Provider.

- 10.3 Payment of the Tolls and the additional costs as referred to in Clause 8 for the use of the Blankenburg Connection can take place in any of the following manners:
- 10.3.1 advance payment by the Contracting Party of an amount (for a prepaid balance) to the Service Provider. The Toll is deducted from the prepaid balance after the Motor Vehicle passes the Road Section. The minimum prepaid balance amounts to a one-time Toll for the registered Motor Vehicle. Before a Service Contract with prepaid payment can be entered into, any outstanding negative balance from a previous Service Contract must first be paid to the Service Provider. The prepaid balance must be topped up for an amount of at least EUR 12.50 for Motor Vehicles with a maximum allowed mass of 3,500 kg. The prepaid balance must be topped up for an amount of at least EUR 50.00 for Motor Vehicles with a maximum allowed mass or more than 3,500 kg.
 - 10.3.2 payment in arrears through an invoice drafted by the Service Provider or a third party engaged by the Service Provider (a postpaid payment) by the Contracting Party. Payment instruments for a postpaid payment must be validated by the Service Provider through a payment of 1 cent using iDeal or card verification. The Service Provider can expect a Contracting Party to pay a security deposit in the amount of EUR 12.50 for Motor Vehicle with a maximum allowed mass of 3,500 kg and a deposit in the amount of EUR 50.00 for Motor Vehicles with a maximum allowed mass of more than 3,500 kg if the Contracting Party has entered into a prior Service Contract with the Service Provider that was dissolved due to default of payment.
- 10.4 Payments in cash are not accepted. Payment of the Tolls can take place only by using cards and/or payment instruments that are included on the List of Tolls.
- 10.5 In case of a postpaid payment, the Service Provider or a third party engaged by the Service Provider will invoice the Toll owed by the Contracting Party on a weekly or monthly basis.
- 10.6 The invoice for the Toll are in principle sent by e-mail to the relevant Contracting Party. If the Contracting Party's e-mail address is unknown, the invoice will be sent by mail to the invoice address of the relevant Contracting Party.
- 10.7 The Service Provider reserves the right to engage a third party to handle the invoicing and payment of the Toll.
- 10.8 The Contracting Party acknowledges and accepts that any repayments, adjustments and/or fines – administrative or otherwise – can be credited and/or charged using the same payment method that is used for the payment of the Toll.
- 10.9 The Contracting Party acknowledges and accepts, as provided in the Service Contract, that changes may occur with regard to the use of the chosen payment instrument on the basis of the mandatory laws and/or regulations, or by the entities that are responsible for the payment instrument used. The Service Provider must inform the Contracting Party as soon as possible of any changes, in any manner whatsoever (letter, e-mail, publication on its website), in which respect the Contracting Party in turn acknowledges that they will cooperate with the Service Provider in passing on an alternative and valid payment instrument if such can be justifiably and reasonably expected.
- 10.10 In the event of a postpaid payment, an invoice must be sent within 7 calendar days before the Toll owed is charged using the payment method chosen in advance. If the transfer of the Toll owed fails, new attempts will be made over the course of the following days to transfer the Toll owed.

- 10.11 A payment must be received no later than within fourteen (14) Calendar Days after the invoice date. If the Service Provider has not received the invoice amount within fourteen (14) days after the invoice date, the Contracting Party owes the Service Provider the statutory interest (pursuant to Article 6:119 DCC) on the amount owed.
- 10.12 The Service Provider is entitled to initiate judicial collection proceedings against the Contracting Party if the Service Provider has not received an amount owed by the Contracting Party within thirty-five (35) calendar days after the final payment deadline.
- 10.13 All judicial and extrajudicial costs incurred by the Service Provider in the context of collection of the amounts owed by the Contracting Party are charged to the Contracting Party. These extrajudicial costs are determined using the Dutch Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
- 10.14 The Contracting Party that pays a lower Toll than the fee at which their vehicle is classified will be deemed to have failed the performance of their payment obligation.

11. **Clause 11 – Suspension**

Prepaid payment method

- 11.1 If the Contracting Party uses the prepaid payment, the Service Provider will suspend the Service Contract if the Contracting Party's prepaid balance is less than the minimum prepaid balance which the Service Provider is required to maintain. For the determination of the minimum prepaid balance, reference is made to Clause 10.3.
- 11.2 The Contracting Party will be notified immediately when the Service Provider reaches the minimum prepaid balance. If the prepaid balance is less than the minimum prepaid balance plus five times the minimum Toll for a Vehicle Passage, the Service Provider will send the Contracting Party a request. This request will state the available prepaid balance, the minimum number of Vehicle Passages that the Contracting Party can still perform, the manner in which the prepaid balance can be increased, and notification that the Service Provider may suspend the Service Contract as soon as the prepaid balance falls below the minimum prepaid balance. If the prepaid balance is less than the minimum prepaid balance plus two times the minimum Toll for a Vehicle Passage, the Service Provider will send the Contracting Party another request.
- 11.3 If the prepaid balance is less than the minimum prepaid balance, the Service Provider may suspend the Service Contract. The Service Provider will notify the Contracting Party immediately of such suspension. This notification will describe how the prepaid balance can be increased and the term within which this must be done before the Service Contract can be terminated.
- 11.4 If the Contracting Party does not top up the prepaid balance within a period of 14 (fourteen) Calendar Days, to be calculated starting from the aforementioned notification, the Service Provider will be entitled to terminate the Service Contract.

Postpaid payment method

- 11.5 In the case of a postpaid payment, the Service Provider is entitled to suspend 1 (one) day after the payment term described in Clause 10 of these General Terms and Conditions has passed and the Service Provider has not yet received payment from the Contracting Party.

- 11.6 If the payment term has passed, the Service Provider will notify the Contracting Party of that fact immediately. This notification will state that (i) the Service Contract has been suspended due to late payment, (ii) the invoice must still be paid within fourteen Calendar Days (the last date for payment), (iii) the manner in which the Contracting Party can make payment, (iv) the Service Contract will be reactivated upon payment within the relevant term, and (v) late payment may lead to the termination of the Service Contract.
- 11.7 The Service Provider will send another notification 3 (three) Calendar Days before the last date for payment has passed. In this notification, the Service Provider will include a description of the financial consequences, being the interest that will be charged in the case of late payment and the collection costs which the Service Provider may charge from the last date for payment if the Contracting Party does not make the outstanding payment before the last payment date has passed.
- 11.8 Once the last payment date has passed without payment having been received by the Service Provider, the Service Provider will be entitled to terminate the Service Contract.

Suspension

- 11.9 In addition to the foregoing, the Service Provider may suspend the Service Contract if:
- (a) the Contracting Party is demonstrably guilty of abuse or fraud;
 - (b) the Contracting Party unjustifiably engages in the excess use of the complaints procedure;
 - (c) the Contracting Party's means of payment has expired and no new means of payment is provided within a term of fourteen calendar days after the Contracting Party has received a request for same from the Service Provider.
- 11.10 During the suspension and/or suspension period of the relevant Service Contract, the Contracting Party may not pay any Toll via the Service Contract. The Service Contract will otherwise remain in effect.
- 11.11 The Service Provider will reverse the suspension after the Contracting Party has satisfied the outstanding claim – paid the outstanding amount – and has satisfied all the other reasonable terms and conditions imposed by the Service Provider.

12. **Clause 12 – Expiry period**

- 12.1 A dispute with regard to a certain legal claim on the basis of these General Terms and Conditions and/or the services provided by the Service Provider must be brought before the competent court within one (1) year after the legal claim has arisen. The above applies without prejudice to the possibility of earlier expiry or prescription in accordance with the law.

13. **Clause 13 – Liability**

- 13.1 In the case of an arm's-length relationship between the Service Provider and the Contracting Party, the Service Provider will only be liable for any harm or loss incurred if that harm or loss is incurred due to a failure to perform that generally accepted standards dictate must be attributed to the Service Provider.

- 13.2 In case of an arm's-length relationship between the Service Provider and the Contracting Party, the Service Provider will only be liable if the harm or loss directly arises from accounting errors that are within the Service Provider's control. Examples of this include: improper use of your data and repayments that are mistakenly made. The maximum amount per Contracting Party is equal to the total Toll paid during the preceding month, up to a maximum of the applicable Toll per event in that case. During the first month of the Service Contract, the maximum amount per Contracting Party will equal the total amount in Toll paid in that month.
- 13.3 In the case of an arm's-length relationship between the Service Provider and the Contracting Party, the Service Provider will not be liable for any indirect harm or loss, which in any case includes – but is in no way limited to – lost profit, turnover, or income or any intangible harm.
- 13.4 The Service Provider will not be liable for any harm or loss that is not attributed to an intentional act or omission or gross negligence on its part and which directly arises from:
- 13.4.1 any delay that arises before, during, or after the use of the Blankenburg Connection, regardless of the cause of such delay;
- 13.4.2 the inability to use the Blankenburg Connection, regardless of the cause of such inability.
- 13.5 The Contracting Party will indemnify the Service Provider in full for all third party claims for compensation for harm or loss arising as a consequence of any failure on the part of the Contracting Party to perform the obligations pursuant to the Service Contract or any illegal act (as defined in Article 6:162 DCC) on the part of the Contracting Party.
- 13.6 In the event of an arm's-length relationship between the Contracting Party and the Service Provider, the Contracting Party will also indemnify the Service Provider in full for all judicial, extrajudicial, and other costs, including the costs of legal assistance, that relate to any failure to perform or any unlawful act (as defined in Article 6:162 DCC) on the part of the Contracting Party.
14. **Clause 14 – Force Majeure**
- 14.1 The Service Provider need not perform its obligation to the Contracting Party pursuant to the Service Contract , if and in so far as the Service Provider has been impacted by a situation of force majeure.
- 14.2 A situation of force majeure will be deemed to have arisen if and in so far as – after the Service Contract is concluded – the Service Provider is impeded in performing its obligations pursuant to the Service Contract or preparing for such performance as the consequence of war, threat of war, civil war, terrorism, insurrection, acts of war, a pandemic or an epidemic, fire, water damage, flood, labour strike, staff shortages, shut-out, unforeseen and mandatory government measures, defects in machinery, failures in power supplies, and any other cause, moreover, which is not attributable to the Service Provider and for which the Service Provider does not bear the risk.
15. **Clause 15 - Amendment of the general terms and conditions**
- 15.1 The Service Provider reserves the right to amend the General Terms and Conditions at any time.
- 15.2 Notification of the amended General Terms and Conditions will be effected before the amendments enter into effect, in the manner described in Clause 2.4 of these General Terms and Conditions. In addition, the Service Provider will send the amended General Terms and Conditions to the Contracting Party's known e-mail address. If no e-mail address is known, the Service Provider will send the amended General Terms and Conditions to the Contracting Party's known address to which invoices are sent.
- 15.3 The new General Terms and Conditions will apply starting on the effective date stipulated in the amended General Terms and Conditions. The older General Terms and Conditions that were in effect up to that point will thus lapse as of that date.

16. Clause 16 – Correspondence and complaints

- 16.1 All correspondence with the Service Provider regarding the Service Contract must be conducted by e-mail and sent to: contact@move-izi.nl.
- 16.2 Complaints will be handled as quickly as possible by the Service Provider's Complaints Centre.
- 16.3 The evidence which a Contracting Party provides in the context of processing a complaint made to the Service Provider will be shared with the RDW. The Contracting Party may dispute an unjustified or other charge or attribution of the Toll. The Contracting Party may submit a Complaint. The Service Provider will send a confirmation of receipt in response to any correspondence or Complaint sent to it by the Contracting Party.
- 16.4 The Complaint will be processed by the Service Provider within a term of no more than 8 (eight) Business Days after receipt. If additional evidence or information is required for the proper processing of the complaint, the Service Provider will request this information from the Contracting Party within the aforesaid period of 8 (eight) Business Days. The Complaint will then be processed within a renewed period of no more than 8 Business Days.

17. Clause 17 Applicable law and disputes

- 17.1 These General Terms and Conditions and the Service Contract, as well as all non-contractual obligations ensuing therefrom or related thereto are governed exclusively by Dutch law. These General Terms and Conditions were originally drawn up in the Dutch language. In the event of any ambiguities or difference in interpretation of the General Terms and Conditions, the Dutch text will prevail at all times.
- 17.2 The Dutch courts have jurisdiction to hear disputes which may arise between the Contracting Party and the Service Provider because of the Service Contract, or any further contracts and other actions related to this Service Contract, except in so far as the mandatory rules of jurisdiction impede this choice of forum.