

Train Travel with GPS Terms and Conditions

Valid from February 2022

NS Reizigers B.V. (“NS”) and the other train operators in the Netherlands (Arriva, Connexion, Keolis and Qbuzz), jointly and in cooperation with Translink, are creating a new way of travelling and paying for public transport, known as “Train Travel with GPS (“TTGPS”)”. In February 2022, NS’s TTGPS went live nationwide in the form of a ‘Minimum Viable Product’ (“MVP”). An MVP is an initial version of a (payment) method that can be used in practice but is not yet final. Improvements and extensions may therefore still be added or other changes may still be made. NS will be offering TTGPS as a supplement to NS Flex (travel on account for consumers), which means it will be available only to NS customers with NS Flex. However, being an MVP, TTGPS will initially not be available to all NS Flex customers. TTGPS can be used to travel on all trains of all train operators in the Netherlands, but not to travel by bus, tram or metro.

Article 1: Introduction and explanation

What is NS’s TTGPS and what can you do with it?

TTGPS is a supplement to NS Flex and therefore available only to NS customers with NS Flex. Instead of checking in and out with your public transport chip-card, NS’s TTGPS allows you to travel on account by using a positioning app, named the NS Lab Bèta app (“App”), on your Mobile Phone (smartphone).

Before you start travelling, you activate your journey in the App. You are provided with a mobile ticket (E-ticket) in the App with a barcode that you can use to open the gates at the stations. That mobile ticket is also your transport ticket. On completing your train journey, you end your journey again in the App.

On the basis of your Mobile Phone’s GPS, NS can determine how you travelled by train and what costs are due. If you have an NS Flex season ticket, the applicable discount is granted automatically. The right to a discount is not dependent on the time at which you activate your journey in the App, but rather on the scheduled departure time of the train you take. TTGPS allows you to pay all your train transport costs monthly in arrears by direct debit, as you are used to with NS Flex.

NS’s TTGPS is a contract between you and NS, which allows you to travel by train by using your Mobile Phone’s GPS and by activating and ending your journey in the App. TTGPS is not available for travel by bus, tram or metro.

Who can use NS TTGPS?

NS will initially go live with an MVP of NS’s TTGPS. At first, only a limited and specified number of NS Flex customers will therefore be able to use NS’s TTGPS. They will be contacted by NS for that purpose. NS will then gradually roll out TTGPS.

What do you need in order to use TTGPS?

To use TTGPS you need – in addition to NS Flex and a My NS account – a working Mobile Phone (smartphone) with iOS (at least version 12) or Android (at least version 9) on which NS’s App has been installed. You also need to give the app access to your Mobile Phone’s GPS and motion sensors at all times. You furthermore need a stable mobile internet connection and a battery that is sufficiently charged for the train journey you intend to make.

NS Flex is personal and non-transferable. You therefore may not allow anyone else to travel using your App.

How do the Supplements work in NS’s TTGPS?

In NS’s TTGPS, the Supplements related to specific journeys, namely the IC direct supplement and the ICE International supplement, are automatically charged. It is not possible to purchase Supplements for a specific NS day, such as the Dog Day Ticket or the Off-Peak Bicycle Ticket. If you travel using NS’s TTGPS and you want to take your bicycle or dog with you, you will have to purchase a separate ticket.

Class and Class Change: how do they work in NS’s TTGPS?

NS’s TTGPS corresponds with the class of your Basic Product, the standard setting for train travel being second class full fare, which can be changed to first class full fare. If you have an NS Flex season ticket, you may travel in the class that corresponds with your season ticket. TTGPS also allows you to change class flexibly, unless you have already purchased first class for a certain period. That can be done via your My NS account in the same manner as NS Flex, and therefore not in the App. If you have changed class via your My NS account, however, you must press the refresh E-ticket button in the App to

ensure that you can show an E-ticket with the correct travel class in a ticket inspection.

The price of a Class Change is calculated differently when you travel with NS’s TTGPS than when you travel with NS Flex using your public transport chipcard. If you change class during your train journey, that is regarded as a new train journey in calculating the price. Your train journey is split (for administrative purposes) into two different train journeys. The long-distance discount is therefore applied to the two different train journeys.

How to purchase a ticket with NS’s TTGPS

Before your train journey, you must activate your journey in the App at your departure station. By activating your journey in the App, you purchase a Ticket. Your ticket is an E-ticket that is loaded into and made available to you in the App when you activate your journey in the App. You can use the barcode on that E-ticket to open the gates at the stations.

You do not have to end and activate your journey in the App again when changing to another train operator. You may end your journey in the App at your destination station, but you may also retain your Ticket for the entire NS day (i.e. until 4 a.m. the next day), for instance because you want to take the train back at a later time. You retain your Ticket until you end your journey in the App. At 4 a.m., the journey of anyone who is not travelling by train at that time will be ended automatically. If your journey has been ended, please remember to activate your journey in the App again for your next train journey. If you don’t activate your journey in the App, you are not in possession of a Ticket.

How are the Fares calculated and how are the payments made?

Article 8 of these Terms and Conditions sets out the manner in which the Fares are calculated. The costs of the train journeys that you make with NS’s TTGPS are paid in the same manner as with NS Flex: NS charges the costs every month and you pay them afterwards by direct debit. You can see the costs in the NS Flex digital invoice that is drawn up for you every month in your My NS account.

Who is your contracting party if you travel with TTGPS and which Terms and Conditions apply?

You enter into a separate contract with NS regarding TTGPS and its use. That contract is governed by these Train Travel with GPS (TTGPS) Terms and Conditions.

If you travel by train, you always enter into a separate transport agreement with each train operator with which you travel. That transport contract is governed by the transport terms and conditions of the train operator with which you travel. Most train operators apply the [Public Urban and Regional Transport Terms and Conditions](#). NS is of course also a train operator. If you travel with NS, NS’s transport terms and conditions apply, namely the [General Terms and Conditions governing the Transport of Passengers and Hand Luggage of Nederlandse Spoorwegen \(AVR-NS\)](#).

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Article 2: Applicable Terms and Conditions

- 2.1** These Terms and Conditions govern all train journeys made using NS's TTGPS.
- 2.2** NS's TTGPS is an add-on or supplement to NS Flex. Subject to Article 1 of these Terms and Conditions (Who may use NS's TTGPS?), you may use NS's TTGPS only if you have NS Flex. NS Flex remains subject to the NS Flex Product Terms and Conditions. NS's TTGPS differs from NS Flex and the NS Flex Product Terms and Conditions in certain respects. The information in question is provided in these Terms and Conditions. The NS Flex Product Terms and Conditions apply to NS's TTGPS only if that is expressly stated in these Terms and Conditions (the Train Travel with GPS Terms and Conditions). In the event of inconsistency between these Terms and Conditions (the Train Travel with GPS Terms and Conditions) and the NS Flex Product Terms and Conditions, these Terms and Conditions (the Train Travel with GPS Terms and Conditions) prevail.
- 2.3** NS's transport by rail is governed by the [General Terms and Conditions governing the Transport of Passengers and Hand Luggage of Nederlandse Spoorwegen \(AVR-NS\)](#). The mobile ticket that is made available in the TTGPS App constitutes an E-ticket as referred to in the AVR-NS. Therefore the [E-ticket Terms & Conditions](#) are applicable. If you are travelling with one of the other train operators, the transport is governed by the [Urban and Regional Transport Terms and Conditions](#).
- 2.4** The use of the App is governed by the [NS Lab App User Conditions](#).

Article 3: Definitions

The terms written with an initial capital in these Terms and Conditions have the meaning set out below, or the meaning set out in the NS Flex Product Terms and Conditions if they are not shown below. Terms that are listed in the singular below have the same meaning when used in the plural in these Terms and Conditions.

Class Change: the possibility to flexibly change your travel class if you have not already purchased first class for a certain period, which is possible in the case of the NS Flex season tickets referred to in Article 10.5 of the NS Flex Product Terms and Conditions.

E-ticket: in the case of TTGPS, this is a ticket purchased online that can be loaded into the App on a Mobile Phone. An E-ticket is a valid ticket if it meets the conditions set in these Terms and Conditions.

Fare: the amount that is charged for the train journeys made by you using NS's TTGPS and that is calculated in the manner set out in Articles 8.1 and 8.2 of these Terms and Conditions. If the Fare cannot be determined because of an Incomplete Journey, the Fare is calculated in the manner set out in Article 11.1 of these Terms and Conditions.

Incomplete Journey: a situation in which it is impossible to determine the Fare because your Travel Route could not be registered in its entirety, for instance because the GPS or mobile data is switched off or the telephone fails during the train journey.

Mobile Phone: a properly functioning smartphone with the iOS (at least version 12) or Android (at least version 9) operating system on which NS's App has been installed.

NS: NS Reizigers B.V.

NS's TTGPS: the possibility that NS offers its NS Flex customers to travel using TTGPS with all the train operators in the Netherlands.

Translink: Trans Link Systems B.V.

Travel Route: the actual travel route that you take by train, determined on the basis of the GPS of your Mobile Phone, which is activated when you activate your journey in the App.

Ticket: the ticket in the form of an E-ticket that is purchased by activating your journey in the App before your journey and is valid if the requirements set out in Article 4.3 of these Terms and Conditions have been met.

TTGPS: the system that allows train travel using the GPS of your Mobile Phone.

App: the version of the NS Lab App made available by NS that makes it possible to travel by train using NS's TTGPS. At a later time, yet to be announced by NS, the TTGPS functionality will be integrated into the regular NS app. To avoid any misunderstanding: there is no separate TTGPS App.

Article 4: Ticket

- 4.1** A Ticket in the form of an E-ticket is purchased by activating your journey in the App before your train journey. The Ticket is shown in the TTGPS App. You must activate your journey in the App before your train journey. Your journey in the App must remain activated during the entire train journey (i.e. you should not end the journey in the App during your journey), even if you switch to another train operator during your train journey. You will retain your Ticket for as long as your journey remains activated in the App. Your journey in the App will be ended automatically at 4 a.m., unless you are actually travelling by train at that time.
- 4.2** In order to purchase a Ticket, you need a Mobile Phone on which NS's App has been installed. The App furthermore always needs access to mobile data, GPS and motion sensors. To avoid any misunderstanding: your Mobile Phone must be switched on in order to purchase a Ticket in the App.
- 4.3** The Ticket is a valid ticket as defined in the *AVR-NS* if all the following conditions are met:
- The Ticket has been purchased before the departure of the train in question, i.e. the train you are taking.
 - The Ticket is personal and non-transferable. In the event of a ticket inspection, a valid identity document with photograph must be shown on request: a passport, identity card or driving licence. It is therefore not permitted to allow someone else to use your NS Flex or NS TTGPS.
 - The Ticket is valid only for the date and class stated on the Ticket.
 - The Ticket must be kept until the exit of the destination station.
 - It must be possible to clearly and legibly display the Ticket on your Mobile Phone. That requires sufficient screen size and screen quality. Tickets that are poorly displayed, are illegible or have been edited will be rejected and considered invalid.
- 4.4** If you use NS's TTGPS, you may not switch off your Mobile Phone during the train journey or switch off the functionalities required for TTGPS, such as GPS. If you do so nevertheless, you are no longer in possession of a valid Ticket. That furthermore constitutes an Incomplete Journey. If one of the required functionalities does not function properly through no fault of your own and, for instance, the mobile data connection to the internet is temporarily lost on your Mobile Phone during your train journey, your location will be saved and you will remain in possession of a valid Ticket. That will, however, constitute an Incomplete Journey. Your Journey will then be determined and charged as accurately as possible on the basis of the available data.
- 4.5** You are personally responsible for the proper functioning of your Mobile Phone during the entire train journey. You must ensure that it functions properly, is adequately charged for the journey you are about to make, has a stable internet connection and has access to the GPS and movement sensors of your Mobile Phone.
- 4.6** The statutory 14-day right of withdrawal does not apply to Tickets under the law. NS's "Money back in the event of delays" scheme does apply to Tickets, however.

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Article 5: NS Flex season tickets

- 5.1** If you have an NS Flex season ticket, the discount to which you are entitled under the season ticket in question is granted automatically if you travel using NS's TTGPS. The discount is always deducted from the digital invoice afterwards, i.e. after the train journey has been made.
- 5.2** Contrary to Article 5.4 of the NS Flex Product Terms and Conditions, in the case of NS's TTGPS it is not the moment of activating your journey in the App that determines your right to a discount, but rather the scheduled departure time according to the NS timetable of the train you have taken. You will receive a discount with an NS Flex season ticket only if the scheduled departure of the train you have taken falls during the hours for which you receive a discount on the basis of your NS Flex season ticket. The scheduled departure of the first train that you take determines whether you are entitled to a discount. Therefore, if you start your train journey during off-peak hours and you change trains during peak hours (also when changing to a train of another train operator), you retain your discount. The discount is granted until such time at which you (i) leave the station for longer than 35 minutes, (ii) have ended your journey in the App for longer than 35 minutes, or (iii) make a Class Change. If you then start a new train journey or continue your train journey with a train whose scheduled departure time is during peak hours, your Fare is calculated on the basis of the peak rate, also if you then switch to another train of NS or of another train operator during off-peak hours. See also Article 8.2 of these Terms and Conditions.
- 5.3** Articles 5.3, 5.5 and 5.6 of the NS Flex Product Terms and Conditions apply accordingly if you travel using NS TTGPS.

Article 6: Supplements

- 6.1** NS offers the following Supplements in NS's TTGPS: the IC direct supplement and the ICE International supplement. The Supplements that are valid during one NS day, such as the Off-Peak Bicycle Ticket and the Dog Day Ticket, cannot be combined with NS's TTGPS. If you travel using NS's TTGPS and want to take your bicycle or dog on the train, a separate, designated ticket for your bicycle or dog is required.
- 6.2** If you travel using NS's TTGPS, the Supplement is automatically charged for the train journey in question if you travel with a train that is subject to a supplement. These are currently the IC direct and the ICE International. You are not required to pay a supplement for the ICE International if you have an NS Flex season ticket. If you do not have an NS Flex season ticket and you do have to pay a supplement for the ICE International, it is possible during the MVP that that supplement will not be charged. You cannot base any rights on this.

Article 7: Class and Class Change

- 7.1** If you travel with NS's TTGPS, you travel in the class that you have set for your Basic Product. The class of the Basic Product for train journeys is set by default to second class full fare, but can be set to first class full fare. If you have an NS Flex season ticket, you travel in the class set for your season ticket.
- 7.2** If you travel with NS's TTGPS and you have not purchased first class for a certain period with your NS Flex season ticket, a Class Change is possible, unless NS states otherwise. The NS Flex Product Terms and Conditions state which NS Flex season tickets allow the purchase of first class for a certain period of time.
- 7.3** A Class Change is set up in the same manner as a change of class when travelling with a public transport chip card with NS Flex, i.e. in your My NS account.
- 7.4** A Class Change to first class or back to second class is possible only:
- at the start of your train journey until 15 minutes after the actual departure time of the train you are on; or
 - during your train journey when changing to another train at the station. You can change your class during a transfer up to 15 minutes after the actual departure time of the train you are changing to.

You may change class before you activate your journey in the App. If you change your class 15 minutes or more after the actual departure time of the train you are on, the Class Change does not apply. You may then change class during your train journey only if you change trains at the station.

- 7.5** A Class Change to first class or back to second class is valid only if the class in question is shown on your Ticket. For that purpose the Refresh Ticket button must be pressed in the App. A new Ticket will be loaded into the App that shows the valid travel class.
- 7.6** The price of a Class Change to first class is calculated in accordance with Article 10 of the NS Flex Product Terms and Conditions, on the understanding that if you travel using NS's TTGPS and do not have an NS Flex season ticket, the full first-class fare for the train journey in question is charged.
- 7.7** A Class Change during your train journey is regarded as a new train journey for the purposes of calculating the Fare. Your train journey is (administratively) split into two different train journeys. The long-distance discount is therefore calculated over the two different train journeys. A Class Change during a train journey with NS's TTGPS is therefore more expensive than a Class Change during the train journey with a public transport smartcard on which your NS Flex is registered.

Article 8: Payment and prices

- 8.1** If you travel using NS's TTGPS, your Fare per train operator is determined on the basis of your Travel Route. Your Travel Route is compared with the NS Travel Planner. If you have travelled on the basis of a route recommended by the NS Travel Planner, the shortest possible travel distance in fare units between your departure and arrival stations with the train operator in question is charged. If you did not take the route recommended by the NS Travel Planner, you are charged the actual distance you travelled in fare units. If you travel with several train operators during your journey, a Fare is calculated for each train operator.

At the start of the MVP, your Travel Route is not yet compared with the NS Travel Planner. The Fare charged during the start or initial phase of the MVP is therefore always based on the shortest possible travel distance in fare units between your departure and arrival stations (with the train operator in question). At the start of the MVP, the actual travel distance covered by you in fare units is therefore not charged if you did not travel according to a route recommended by the NS Travel Planner. During the course of the MVP, however, the routes recommended by the NS Travel Planner will be taken into account in determining the Fare. It is therefore possible that you will be charged a different Fare for the same train journey during the course of the MVP than at the start of the MVP.

- 8.2** If you travel using NS's TTGPS and during your train journey you (i) leave the station for more than 35 minutes; (ii) have ended your journey in the App for more than 35 minutes; or (iii) change classes, the journey data recorded up to that moment is processed and the Fare is determined and charged. If you travel by train again afterwards, you start a new train journey for the purpose of calculating the Fare and the accumulation of the long-distance discount recommences. The scheduled departure time of the train that you take for your new train journey or the continuation of your train journey also determines whether or not you are entitled to a discount (see Article 5.2 of these Terms and Conditions).
- 8.3** Payment for your train journeys made using NS's TTGPS, as well as any costs of a Class Change and the supplements, is made in arrears by direct debit in the same manner as you are used to with NS Flex. The aforesaid amounts are shown in the digital NS Flex invoice.
- 8.4** Articles 12.3 to 12.11 of the NS Flex Product Terms and Conditions apply accordingly to NS's TTGPS, on the understanding that "NS Flex" must be read as "NS's TTGPS".

Article 9: Data protection

- 9.1** NS sets great store by your privacy and therefore handles your personal data with due care. In the NS Privacy Statement on www.ns.nl/privacy, in the Travel by Train with TTGPS chapter, you can read which personal data NS processes in the context of Travel by Train with TTGPS, the grounds for that processing, with which parties NS may or may not share data, and how long NS stores your personal data.
- 9.2** NS's Privacy Statement also explains how you can exercise your rights, in the chapter titled Data Subjects' Rights.

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Article 10: Term and termination

- 10.1** The contract between you and NS regarding the use of TTGPS is an open-ended contract that you may terminate at any time.
- 10.2** On termination of the contract between you and NS regarding the use of TTGPS, you may no longer use NS's TTGPS and you may no longer travel using TTGPS.
- 10.3** You may terminate NS's TTGPS at any time in one of the manners stated by NS; see www.ns.nl. You may also terminate your NS Flex. If you terminate NS Flex, NS's TTGPS is also terminated automatically. You can then no longer activate or end your journey in the App, because you can no longer travel using NS's TTGPS without NS Flex.
- 10.4** If NS changes the terms and conditions governing NS's TTGPS and the change essentially differs from the agreed performance, you may terminate TTGPS.
- 10.5** If you fail to meet your payment obligations, NS may block or terminate your NS's TTGPS and/or your NS Flex in whole or in part with immediate effect.
- 10.6** NS may terminate your NS's TTGPS in whole or in part, subject to one month's notice.
- 10.7** NS may terminate your NS's TTGPS and/or your NS Flex with immediate effect, arrange for your App to be blocked, or impose a fine on you if you commit fraud with or misuse NS's TTGPS or if the App is used for fraud or is misused. The fine referred to in the preceding sentence is determined on the basis of the seriousness of the misuse or fraud, and amounts to a maximum of €50 per train journey. The following cases constitute misuse or fraud:
- If you repeatedly switch off your App, your Mobile Phone or the Mobile Phone functions required for TTGPS (battery, mobile data, GPS and movement sensors) or deliberately let them fail during a train journey if you are travelling using NS's TTGPS.
 - If it becomes apparent that you repeatedly allow other people to travel using your TTGPS App.
 - If your My NS account is regularly logged into on different Mobile Phones.
 - If Incomplete Journeys are regularly registered.

Article 11: Price determination in the event of an Incomplete Journey

- 11.1** In the event of an Incomplete Journey, the Fare is determined on the basis of the departure station up to the last registered station where the train stopped.

Article 12: Amendment of these Terms and Conditions

- 12.1** NS may amend the TTGPS Terms and Conditions or the possibilities for use at its discretion and at any time if the amendment does not constitute an essential change in relation to the agreed performance. The amended Terms and Conditions govern all new and existing users of NS's TTGPS as from the effective date. Possibilities for use are understood to include the times, days and manners in which, the trains on which and the train operators with which you may use TTGPS.
- 12.2** NS may amend the Terms and Conditions or possibilities for use of NS's TTGPS if the amendment constitutes an essential change in relation to the agreed performance. You then have the right of termination referred to in Article 10.3 of these Terms and Conditions. The amendment of the Terms and Conditions will be announced on the NS website and/or in your My NS account at least one month before the change enters into force. If NS has an urgent interest in amending these Terms and Conditions, it may apply a shorter notice period than one month. The amended Terms and Conditions govern all new and existing contracts relating to NS's TTGPS as from the date on which they enter into force. The possibilities for use include the times at which, days on which and manners in which, the trains on which and the train operators with which you may use your season ticket.

Article 13: Miscellaneous provisions

- 13.1** NS's TTGPS is personal and non-transferable. You therefore may not allow other persons to use your NS's TTGPS, i.e. allow other persons to travel on account with or without a discount by using your App.
- 13.2** Contrary to Article 18.1 of the NS Flex Product Terms and Conditions, if you use or wish to use NS's TTGPS you must arrange, at your expense, for a Mobile Phone (smartphone) that is suitable for NS's TTGPS (see Article 4.3 of these Terms and Conditions).
- 13.3** NS may at any time change or withdraw additional (free) benefits associated with NS's TTGPS that are not referred to in these Terms and Conditions, unless otherwise expressly stated. Those benefits may also relate to chain services of other parties (train operators or others).
- 13.4** NS may at any time add functionalities to TTGPS or change or remove them. The removal of a functionality from TTGPS will take place in accordance with Article 10.6 of these Terms and Conditions.

NS Reizigers B.V. Utrecht, February 2022.