

# Product Terms and Conditions

NS-Business Card

Valid from January 1, 2026



# Product Terms and Conditions – NS-Business Card

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## Table of Contents

<b>Chapter 1 – General information and definitions</b>	<b>3</b>
1 Applicability	3
2 Definitions	3
3 Contractual relationships	4
4 Liability for Services provided by other Service Providers	4
<b>Chapter 2 – Use of the NS-Business Card in public transport</b>	<b>5</b>
5 The Physical NS-Business Card	5
6 Validity of the NS-Business Card on public transport	5
7 Checking In and Out with the NS-Business Card	5
8 Travel class	6
9 Ticket inspection, penalties and Correction Rates	6
10 Payment methods and rates	7
11 Other Public Transport products on the NS-Business Card	7
12 Breakdowns in the OV-chipkaart system	7
<b>Chapter 3 – Description of the main NS Services</b>	<b>7</b>
13 The Basic Service	7
14 Dal subscription	8
15 Traject Vrij subscription	8
16 Traject op Maat subscription	8
17 Gesplitst Betalen Service	9
18 Intercity Direct Altijd Toeslagvrij subscription	10
19 Intercity direct Toeslag enkele reis en dagretour Service	10
20 Trein Vrij subscription	10
21 Combined travel discount	10
22 Vergeten Check-Uit Service	10
23 Refund options in case of travel without an NS-Business Card	10
<b>Chapter 4 – Other provisions concerning the use of the NS-Business Card</b>	<b>11</b>
24 Termination	11
25 Loss, theft or fraud	11
26 Accuracy of data	11
27 Data Protection	12
28 Changes	12
29 Rank	12

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

## Chapter 1 – General information and definitions

### Article 1: Applicability

These NS-Business Card Product Terms and Conditions (“Product Terms and Conditions”) apply to the use of the NS-Business Card. You can use various mobility and other services with the NS-Business Card. All services provided by NS and other Service Providers are invoiced by NS. These Product Terms and Conditions describe the rights and obligations associated with the use of the NS-Business Card and the Services.

### Article 2: Definitions

**Agreement:** the agreement NS has concluded with Your Company, on the basis of which NS-Business Cards were or are supplied by NS.

**AVR-NS:** General Terms and Conditions for the transport of Passengers and Hand Luggage of the Netherlands Railways. These apply to the relationship between NS and You as a traveller on NS.

**Cardholder:** the natural person designated by Your Company, usually an employee who holds the NS-Business Card registered in the name of the person concerned and that grants the entitlement to use one or more Services.

**Check In:** the action whereby a traveller at the start of a journey on a route holds the NS-Business Card against the designated gate or post, which then confirms that the Check In has been successful. These gates and posts are marked with the *OV-chipkaart* logo. The main difference between a “gate” and a “post” is that a “gate” closes (part of) a station (and is only opened after checking in or out) and this is not the case with a post.

**Check Out:** the act whereby a traveller at the end of a journey on a route holds the NS-Business Card used for Checking In against the designated gate or post, which confirms that the Check Out has been successful. These gates and posts are marked with the *OV-chipkaart* logo.

**Correction Rate:** the amount that may be charged if you do not have a valid ticket or travel entitlement. This is the case for example if you did not Check In and/or Check Out correctly. See article 9.3 concerning the (amount of the) Correction Rates.

**Credit:** the amount credited to the *OV-chip* on the NS-Business Card. Travel on Credit does not form part of the Services that are offered via the NS-Business Card.

**Day:** a period from 00.00 a.m. up to and including 04.00 a.m. on the following day.

**Fare:** the rate that is charged for the number of rate units travelled between the Check In point and the Check Out point. When calculating the Fare, subsequent trips on NS trains with a stopover (not reaching one’s destination) changing from one NS train to the next NS train at the same station are regarded as one journey if the difference between the Check Out and Check In times at NS is less than 35 minutes. The stopover will be taken into account when calculating the route and the Fare for the trip in question.

*Mijn NS Zakelijk:* the NS secure online environment where Your Company and You as cardholder can manage the use of the NS-Business Card. *Mijn NS Zakelijk* allows you to easily see your travel, change your details or (if allowed by Your Company) book door-to-door Services, change a subscription or communicate a termination.

**NS:** NS Reizigers B.V.

**NS-Business Card:** an *OV-chipkaart* that can be used to travel on account with Transport Providers in accordance with the provisions in these Product Terms and Conditions and that also makes it possible to use one or more other Services.

**Off-peak hours:** Monday to Friday between 00:00 hours and 06:30 hours and between 09:00 and 16:00 hours and between 18:30 hours and 24:00 hours, on Saturdays and Sundays on NS Public holidays. NS Public Holidays are: New Year’s Day, Good Friday, Easter Monday, King’s Day, Ascension Day, Whit Monday, Christmas and Boxing Day, and Liberation Day in a year ending in the number 0 or 5. All of the above unless NS indicates different times and/or days at least three months before your travel date at [ns.nl](https://www.ns.nl).

**Services:** collective name for all subscriptions, transport and other services that can be used with the NS-Business Card. The Services may be provided by NS and by third parties. The main NS Services are briefly explained below (see chapter 3 of these Product Terms and Conditions for a further description and the conditions of these Services). The Services set out below do not apply to the Eurostar and Nightjet trains, nor do they apply to travel outside the Netherlands (see article 6 of these Product Terms and Conditions for validity).

- **Additional subscription:** the *Intercity Direct Altijd Toeslagvrij* subscription is also referred to in these Product Terms and Conditions as ‘Additional subscription’, because this subscription can only be ordered supplementary to certain other subscriptions.
- **Dal subscription:** the *Dal* subscription grants a 40% discount on NS train travel during Off-peak hours. Unless explicitly stated otherwise by NS, the Off-peak subscription does not include discounts with other Transport Providers.
- **Basic Service (also referred to as the ‘NS-Business Card without subscription’):** the NS-Business Card basic service that can be used to travel on account with NS and other Transport Providers.
- **Gesplitst Betalen Service:** if you purchase the *Gesplitst Betalen* Service, Your Company will pay the costs of one or more subscriptions and you as Card Holder pay all other costs, such as the costs of travel that are not part of the subscriptions, separate Surcharges, class changes, Correction Rates and the costs of using Services provided by third parties.
- **Vergeten Check-Uit Service:** if You have forgotten to Check Out at a station, the Vergeten Check-Uit (Forgot to Check Out) Service can limit the adverse consequences of this, as set out in article 22 of these Product Terms and Conditions.
- **Intercity Direct Altijd Toeslagvrij subscription:** the *Intercity Direct Altijd Toeslagvrij* subscription is the subscription that makes it possible to travel without limitation on Intercity direct trains between Schiphol and Rotterdam for a fixed amount without Surcharge.

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

- **Intercity direct Toeslag enkele reis, dagretour:** the *Intercity Direct Toeslag enkele reis of dagretour* is a pre-paid travel entitlement for Intercity direct Surcharge for a single journey or day return.
- **Traject Vrij subscription:** the *Traject Vrij* subscription is the subscription that can be used to travel along a predetermined route against a fixed amount without limitation by train with the Transport Providers.
- **Traject op Maat subscription:** the *Traject op Maat* subscription is the subscription that can be used to travel along a predetermined route by train with the Transport Providers and in which connection the price is determined monthly in arrears on the basis of the number of days on which travel on that route was conducted.
- **Trein Vrij subscription:** the *Trein Vrij* subscription is the subscription that grants an unlimited travel entitlement in respect of all travel by train with the Transport Providers in the Netherlands. On trains that are subject to a Surcharge, the *Trein Vrij* subscription is only valid in combination with such Surcharge.

**Service Provider:** NS or a third party, which may be a Transport Provider or a provider of other Services, which provides Service(s) to Your Company and/or to you and that are invoiced by NS.

**Statutory Surcharge:** an amount set by the Minister of Infrastructure and Water Management that is payable if You travel without a valid ticket. Please refer to the AVR-NS for more information.

**Surcharge:** see "*Dienst Intercity Direct Toeslag enkele reis en dagretour*".

**Translink:** Trans Link Systems B.V.

**Transport Provider:** every party providing public transport by train, bus, tram, metro or ferry, insofar as it has made arrangements with NS for travelling on account with the NS-Business Card and/or one or more Services that can be placed on the NS-Business Card.

**User:** the Cardholder in whose name the NS-Business Card is registered or the natural person who uses a NS-Business Card that is not registered to a specific name. Unless expressly indicated otherwise, Users of a NS-Business Card that is not registered to a specific name cannot use the Services that concern a subscription.

**You:** You as Cardholder or User of the Services of an NS-Business Card.

**Your Company:** the Company or organisation where You work that has concluded an agreement with NS under the terms of which NS-Business Cards are supplied.

## Article 3: Contractual relationships

**3.1** Contract for use between Yourself and NS. As a customer of NS, Your Company has entered into an Agreement with NS under which an NS-Business Card is issued to You. These Product Terms and Conditions contain the conditions that apply to the Services and to the agreement between You and NS regarding Your use of the NS-Business Card. In addition to these Product Terms and Conditions other conditions may apply to the use of the Services, see article 3.2 below.

**3.2** Agreements when Services are used. In addition to the user agreement with NS, other agreements are concluded with You at the moment You use transport and other NS services and services provided by other Service Providers. This includes the following situations, for example:

- If you travel on an NS route, a transport agreement is concluded between You and NS each time. The AVR-NS always apply to this transport contract.
- Any time You travel on a route operated by another Transport Provider, a transport contract will be made between You and that other Transport Provider. The other Transport Provider may declare general terms and conditions applicable. Via the NS Travel planner You can see at [ns.nl](https://www.ns.nl) in respect of any train trip in the Netherlands which Transport Provider carries out the transport service.
- If You travel on the basis of an NS subscription Your Company ordered for You, You will be bound by the conditions belonging to the subscription as set out in these Product Terms and Conditions when You use the subscription (such as with respect to Checking In and Checking Out). In addition, the AVR-NS apply to every NS train journey.
- If You order or use one of the Services available with the NS-Business Card (such as an OV-fiets (bicycle) or a Greenwheels rental car), an agreement is concluded governing the use of the Service with the relevant Service Provider. The Service Provider concerned may declare general terms and conditions applicable to that agreement.

You can only use a particular Service if Your Company has agreed this with NS.

**3.3** Payment obligation. Your Company is responsible for payment of the Services purchased with the NS-Business Card, unless you make use of the *Gesplitst Betalen* Service. In that case, an agreement is concluded between You and NS on the basis of which you have a payment obligation towards NS for all Services You use, with the exception of the subscription(s) for which Your Company bears the costs. See also article 17 of these Product Terms and Conditions in this connection.

**3.4** Personal use. The NS-Business Card may only be used by you as Cardholder, unless the NS-Business Card is not registered to a specific name.

## Article 4: Liability for Services provided by other Service Providers

You can also use Your NS-Business Card to make use of the Services offered by other Service Providers. Your NS-Business Card simplifies requesting, using and paying for Services. As indicated in article 3.2, You or Your Company will procure the Services directly from the Service Provider concerned. If NS is not the Service Provider, NS is not liable towards You or Your Company for any damage or loss as a result of a breach of the contract between You/Your Company and the relevant Service Provider. In the event NS itself provides information about (the services provided by) other Service Providers, NS will not be liable for any damage as a result of incomplete, incorrect, out-of-date or temporarily unavailable information.

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

## Chapter 2 – Use of the NS-Business Card in public transport

### Article 5: The Physical NS-Business Card

- 5.1** Ownership Translink. The physical NS-Business Card is an *OV-chipkaart*. Trans Link Systems B.V. owns this *OV-chipkaart*. NS provides You with a right of use on behalf of Translink. In addition to these Product Terms and Conditions, the *OV-chipkaart* General Terms and Conditions apply as well (see [ov-chipkaart.nl](https://www.ov-chipkaart.nl)). NS is not a party to the legal relationship between Translink on the one hand and You/Your Company on the other hand.
- 5.2** Validity. The OV-Chip in your NS-Business Card has a certain term of validity as indicated on your NS-Business Card. This validity period is not connected with the validity period of any given Service. NS will make a new NS-Business Card available to You when the term of validity of the NS-Business Card has (nearly) expired.

### Article 6: Validity of the NS-Business Card on public transport

- 6.1** General. All public transport providers in the Netherlands in principle accept the NS-Business Card on the date these Product Terms and Conditions enter into effect. However, travelling on the Intercity direct with the NS-Business Card is only possible if You have a valid Surcharge or the right subscription. The NS-Business Card and the Services set out in these Product Terms and Conditions do not apply to the Eurostar and Nightjet trains, nor do they apply to travel outside the Netherlands. If Your Company permits, You can book an international train journey via *Mijn NS Zakelijk*.
- 6.2** Validity at other Transport Providers. A subscription or other Service is only valid or available with a Transport Provider other than NS if this is indicated in the description of the subscription or other Service in these Product Terms and Conditions. If at any time another Transport Provider no longer accepts the NS-Business Card, a subscription and/or other Service, in whole or in part, or imposes additional conditions on it, NS will inform You and Your Company as soon as possible (in the case of a subscription or other Service, only if You use the relevant subscription or other Service).
- 6.3** New Transport Providers. It is possible that new transport providers will affiliate in the future. NS strives to ensure that these new Transport Providers(s) will accept the NS-Business Card.
- 6.4** New train services. In the event a new train service is introduced after these Product Terms and Conditions enter into effect or is put back into operation, the NS-Business Card, the subscriptions and other Services will not be valid with respect to this new train service, unless NS informs You that this is the case.

### Article 7: Checking In and Out with the NS-Business Card

- 7.1** General. As a rule, Checking In and Out is mandatory with each NS-Business Card even if you use a subscription. You must always use the same *OV-chipkaart* when You Check In and Out. If you Check Out using an *OV-chipkaart* other than the *OV-chipkaart* you used to Check In, this will not count as Checking Out.

- 7.2** Change of Transport Provider. It is compulsory to Check In and Check Out for every trip and when changing Transport Provider. You are obliged to Check In and Out also if you travel with a Transport Provider other than NS. When You switch from NS to a different Transport Provider, You must first Check Out by presenting Your card to the card reader at the designated gate or post before Checking In with a different Transport Provider. Conversely, You must first Check Out with the Transport Provider when You come from a different Transport Provider before You Check In by presenting Your card to the NS card reader.
- 7.3** Leaving the station. You should also Check Out if You leave a stop or a station but continue Your journey later and Check In again when continuing the journey.
- 7.4** Checking In and Checking Out within 60 minutes. If You Check In and Check Out at the same NS station within 60 minutes it is assumed that You have not made a journey and no amount will be charged. If You Check In and Check Out at the same station after this period, it is assumed that You did make a journey and a Correction Rate is due (see article 9.3).
- 7.5** Intermediate stop. The subsequent trips on NS trains with a stopover (not reaching one's destination), changing from one NS train to the next NS train at the same station, are regarded as one journey if the difference between the Check Out and Check In times at NS is less than 35 minutes. The stopover will be taken into account when calculating the route and the Fare for the trip in question.
- 7.6** Checking In and Checking Out correctly. You have to check carefully yourself whether Checking In and Out occurred correctly. If you did not Check In or Out with your NS-Business Card or did not do so correctly, You will not have a valid ticket and a Correction Rate will be charged (see article 9.3). This is because NS cannot calculate a Fare as a result of failure to Check In or Check Out correctly. Always make sure that You Check In and Check Out at the correct side of the gates. The gates are direction-sensitive. These are gates exclusively designed for Checking-In on the side that is first encountered when entering the station and where passengers can only Check Out on the side they first pass through when leaving the station. If an NS-Business Card is presented to the wrong side of the gate, either a Check In or a Check Out will be registered. This results in You either entering the train without actually having Checked In because You erroneously Checked Out, or leaving the station without having Checked Out because You accidentally Checked In. You will then be unintentionally charged a Correction Rate. It is not possible for NS to reverse this Correction Rate charged to You because NS is unable to adequately verify the cause as stated above. Therefore, always make sure that You Check In and Check Out at the correct side as regards these types of gate.
- 7.7** Missed Check-Out. If You forget to Check Out with NS a Correction Rate will be charged (see article 9.3) if the *Vergeten Check-Uit Service* cannot be applied. Checking Out must take place within 6 hours after Checking In or so much sooner as necessary before the Day ends. For example, if you check in at 23:00 hours you will have until 03:59 to check out and not until 05:00 hours. If this has not happened, the ticket will be invalid retroactively. If You attempt to Check Out more than 6 hours after

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

Checking In this attempt will be registered as Checking In or as a separate Check-Out if it concerns a one-way gate as referred to in article 7.6. This will cause the *Vergeten Check-Uit Service* to enter into effect or a Correction Rate will be imposed involuntarily if the *Vergeten Check-Uit Service* cannot be applied.

- 7.8** Checking In is impossible. If it is not possible to Check In, for example in the event of a system breakdown or a faulty NS-Business Card, You must obtain a valid ticket in some other way. If this cannot be reasonably expected from You in the circumstances, You can submit a request for the determination of the correct Fare to *NS Zakelijk Customer Services* within six months of the trip in question. In that case, You will state the station of boarding, the departure time of the train according to NS Travel planner, the destination station, the NS-Business Card number (16 digits) and the reason why You could not Check In. If it is possible to determine that NS was to blame for You not being able to Check In, the correct Fare will be calculated on the basis of, among other things, this data and the data from the NS electronic records. Any correction will be made in one of the next invoices to Your Company, or to You if You use the *Gesplitst Betalen Service*. Penalties imposed by public transport companies other than NS can always be imposed directly on You as Cardholder or User.

## Article 8: Travel class

- 8.1** General. The class (1<sup>st</sup> or 2<sup>nd</sup>) will be laid down in Your Company's application for an NS-Business Card. 1<sup>st</sup> class is only possible in case of transport by train, provided the Transport Provider concerned offers a 1<sup>st</sup> class facility along the route of the journey.
- 8.2** Changing classes. Information about changing classes can be found here. A class change made online is not valid as regards Transport Providers other than NS. An online class change cannot be seen in the inspection equipment of train staff, posts, gates or in the ticket machine. The change of class is set in the NS electronic records and not on the NS-Business Card itself. A change of class via a ticket machine is visible to the ticket machine, posts and gates. In some cases, You can travel 1<sup>st</sup> class with other train Transport Providers using a change of class that You have obtained via a ticket machine. This applies among other things to an NS-Business Card with the *Traject Vrij* or *Traject op Maat* subscription (whether or not combined with the *Gesplitst Betalen Service*) or a *Trein Vrij* subscription (provided the Transport Provider concerned offers a 1<sup>st</sup> class facility).

## Article 9: Ticket inspection, penalties and Correction Rates

- 9.1** Inspection. You are obliged to show Your NS-Business Card during a ticket inspection. During the inspection, the data required to determine whether You are travelling with a valid ticket will be read from the NS-Business Card. Inspections can take place on the train, at the station or remotely using electronic systems (in arrears).

- 9.2** No valid ticket. In situations including the following, You are not in possession of a valid ticket or travel entitlement:

- If You have not Checked In;
- If You have not Checked Out (in time) at the destination station unless the *Dienst Vergeten Check-Uit* can be applied (see also articles 7.7 and 22);
- If You travel first class although You Checked In as second class and the NS administration (systems) do not show that You are permitted to travel first class;
- If You travel in the direction of the station where You Checked In;
- If You travel at a time where there is no right to a discount although You Checked In with a discount;
- If You travel without the necessary Surcharge or if that Surcharge is not present in the NS electronic administration;
- If Your NS-Business Card is damaged.

- 9.3** Correction Rates. If You do not have a valid ticket or travel entitlement as referred to in article 9.2, Your Company may be charged the applicable Correction Rate or it may be charged to You if You use the *Gesplitst Betalen Service*, in accordance with the table below. The Correction Rate may be adjusted in the interim in accordance with article 28. If You are not able to present an NS-Business Card at all, You will be personally charged the Fare plus the Statutory Surcharge.

### Correction Rates NS-Business Card general

Travel entitlement	Rate
Insufficient travel entitlement at NS (1 <sup>st</sup> class travel with a 2 <sup>nd</sup> class product, not checked out).	€20
No travel entitlement at NS (not checked in, travelling towards the check-in station).	€70
No Intercity direct Surcharge.	€10
Not checked out after a train journey with Connexxion, Keolis, Arriva or Abellio.	€10
Not checked in for a train journey with Connexxion, Keolis, Arriva or Abellio.	Direct penalty on the train

### Correction Rates NS-Business Card with Traject Vrij subscription

Travel entitlement	Rate
Insufficient travel entitlement at NS (1 <sup>st</sup> class travel with a 2 <sup>nd</sup> class product, not checked out).	€10
No travel entitlement at NS (not checked in, travelling towards the check-in station).	€10
No Intercity direct Surcharge.	€10
Not checked out after a train journey with Connexxion, Keolis, Arriva or Abellio.	€10
Not checked in for a train journey with Connexxion, Keolis, Arriva or Abellio.	Direct penalty on the train

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

## Correction Rates NS-Business Card with Trein Vrij subscription

Travel entitlement	Rate
Insufficient travel entitlement at NS (not checked out).	none
Insufficient travel entitlement at NS (1 <sup>st</sup> class travel with a 2 <sup>nd</sup> class product, not checked out).	€ 20
No travel entitlement at NS (not checked in, travelling towards the check-in station).	none
No Intercity direct Surcharge.	€ 10
Not checked out after a train journey with Connexxion, Keolis, Arriva or Abellio.	none
Not checked in for a train journey with Connexxion, Keolis, Arriva or Abellio.	none

All correction rates are inclusive of 9% VAT. The Correction Rate that is applicable when traveling with a bus, tram and metro Transport Provider can be found on the website of the Transport Provider concerned.

- 9.4** Checking Out is impossible. If NS is to blame for it not being possible for You to Check Out or to Check Out correctly, You can submit a request for the determination of the correct Fare to the NS Zakelijk Customer Services within six months of the trip in question. At that time, You will have to state the station of boarding, the departure time of the train according to NS Travel planner, the destination station, NS-Business Card number (16 digits) which You used to Check In and the reason why You could not Check Out. If it is possible to determine that NS was to blame for You not being able to Check Out, the correct Fare will be calculated on the basis of, among other things, this data and the data from the NS electronic records. Any correction will be included in one of the following invoices to Your Company or to You if You use the *Gesplitst Betalen* Service. Penalties imposed by Transport Providers other than NS can always be imposed directly on You as User.

## Article 10: Payment methods and rates

- 10.1** Fare. Payment for the journey takes place retrospectively by invoice to Your Company, or to You if You use the *Gesplitst Betalen* Service. The number of rate units will be calculated on the basis of the station where You Checked In and the station where You Checked Out. The Fare is determined on the basis thereof, possibly supplemented with the data provided by an inspection by the conductor. As regards services of Transport Providers other than NS, the distance between the boarding and leaving stop will be determined on the basis of Checking In and Checking Out and, where appropriate, the national boarding rate per transport provider will be charged as part of the Fare. The applicable rates for a one-way journey will be charged for a train journey. In the case of a *Traject Vrij* subscription or *Traject op Maat* subscription, a Fare which differs from the actual journey may be charged if the differing Fare is lower for You. The invoice will then show the station on the prepaid route that is closest to the final station where the passenger Checked Out on that journey, as well as that final station.
- 10.2** Calculation of the discount. If You purchase a Service with the NS-Business Card with which it is possible to travel at a discount

during discount times by Checking In and Checking Out, the discount will be calculated according to the relevant terms and conditions of that Service. For NS routes, the discount (as referred to in this article) is only granted if the Check In does not take place more than five minutes before the start of the applicable discount times. You will only get a discount if You Check In during the times when You are entitled to a discount and You start the journey for which You Checked In within 30 minutes of Check In, unless this is not possible due to a delay in the relevant means of transport. Invoicing subscriptions. Unless otherwise indicated by NS, all subscriptions are invoiced in advance.

- 10.3** No credit loading. NS advises against topping up Credit on the NS-Business Card, given that the use is invoiced and is not set off against the Credit while travelling. This means that if You have loaded Credit on the OV-chip of Your NS-Business Card, the costs of the transport services to be procured when You Check In and Check Out with NS or the Transport Providers will not be set off against the Credit, but will be charged to Your Company by means of an invoice or to You if you make use of the *Gesplitst Betalen* Service. You are personally responsible for removing any Credit from the NS-Business Card or transferring it to another *OV-chipkaart*.

## Article 11: Other Public Transport products on the NS-Business Card

If You load products on Your NS-Business Card which You have not requested from NS, NS cannot guarantee the correct operation of the NS-Business Card, the Services or the associated invoicing and service processes. In that case, You will need to address the seller of the product (the party from which You procured the product) in order to obtain the service with respect to the product that You placed on the card. NS will also, where appropriate, issue an NS-Business Card with the Services You have procured, as evidenced by the NS electronic records, when You are provided with a duplicate or a replacement NS-Business Card on expiry of the *OV-chipkaart*. Products You did not request via *NS Zakelijk* will not be loaded onto the duplicate or the replacement NS-Business Card.

## Article 12: Breakdowns in the OV-chipkaart system

Without prejudice to the statutory forms of force majeure referred to in Section 6:75 of the Dutch Civil Code, a breach on the part of NS as a result of a fault in the *OV-chipkaart* system will be deemed to be force majeure and therefore this breach will not be attributed to NS.

## Chapter 3 – Description of the main NS Services

### Article 13: The Basic Service

With due observance of the provisions of article 6 the Basic Service makes it possible to travel on account with the NS-Business Card with Transport Providers (1) per train and (2) with all regular bus, tram, and metro lines. For the validity on non-regular services (such as 'buurtbussen', night lines, on-demand transport and ferry services), please refer to the website of the respective Transport Provider. The Basic Service cannot be terminated by You/Your company, but ends automatically when the NS-Business Card ends.

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

## Article 14: Dal subscription

The *Dal* subscription is the subscription that provides a 40% discount in respect of all train travel with NS during Off-peak hours, with due observance of the provisions of article 6, irrespective of the travel class. You must Check In and Check Out in all situations with this Service. You will only get a discount if You Check In during the times when You are entitled to a discount and You start the journey for which You Checked In within 30 minutes of Check In, unless this is not possible due to a delay in the relevant means of transport. The first Check-In time of the journey in question determines whether You are entitled to a discount. No discount is granted on the Surcharge for journeys with Intercity direct trains between Schiphol and Rotterdam. This subscription can be terminated as from one month after the commencement date of this subscription, by Your Company, or You on behalf of Your Company if Your Company allows this, in accordance with the provisions with respect to termination included in articles 24.3 up to and including 24.5 and Your Company will be entitled to a refund of the excess subscription amount paid in advance, insofar as applicable.

## Article 15: Traject Vrij subscription

The *Traject Vrij* subscription is the subscription that allows unlimited travel by train with the Transport Providers (subject to the provisions of article 6), on a previously determined route for a fixed amount. Your Company must pay in advance for the specific route and the predetermined class. If You board earlier (geographically) or if You travel further than the pre-paid route, an additional invoice will be sent for that part of the route that does not form part of the pre-paid route, as this is a new journey and is calculated as such. This subscription requires you to check in and out at each Transport Provider in all cases. Outside of this pre-paid route, a discount of 40% is granted on all train journeys during Off-peak times and it is necessary to Check In and Check Out with the NS-Business Card. You will only get a discount if You Check In during Off-peak hours and you start the journey for which You Checked In within 30 minutes of Check In, unless this is not possible due to a delay in the relevant means of transport. The first Check-In time of the journey in question determines whether You are entitled to a discount. It is not possible to switch temporarily to a lower class. Temporarily switching to a higher class (online or otherwise) is possible; in which case additional costs will be charged. Your Company or You on behalf of Your Company if Your Company allows this, has the right as from one month after the commencement date of the *Traject Vrij* subscription to terminate this subscription in accordance with the provisions regarding termination in articles 24.3 up to and including 24.5 and Your Company is entitled to a refund of the excess subscription amount paid in advance, insofar as applicable. It is possible to modify the pre-paid route from the first calendar date after the commencement date of the subscription.

There are numerous routes where it is only possible to travel with NS. On a number of routes it is possible to reach Your final destination via several routes and with different Transport Providers. The following rules apply to the NS part of Your route:

- The price of the *Traject Vrij* subscription is determined on the basis of the shortest route possible (in terms of distance) and therefore the cheapest route.
- It is permitted to take all possible routes which the NS Travel planner indicates for the route that has been paid in advance.

- If You are actually taking the shortest route, no extra costs will be charged, even if You disembark during the journey and Check In and Check Out.
- However, if You do not take the shortest route and You disembark during the journey and Check In and Check Out, this journey will also be charged.

**Example:** Suppose that Your *Traject Vrij* Service relates to the *Utrecht Centraal – Leiden Centraal* route. Your shortest route is via *Alphen aan den Rijn*. On this route, You can disembark at all stations between *Utrecht Centraal* and *Leiden Centraal* and Check Out and Check In without extra costs. However, if You do not take the shortest route but You do take a route indicated by the NS trip planner, e.g. via *Gouda*, and You Check Out at this or another intermediate station, this journey will also be charged.

If several routes are possible with multiple train transport providers according to the NS trip planner between the start and end stations of the route that has been pre-paid, the price of the *Traject Vrij* subscription will be determined on the basis of the applicable rates of the train Transport Providers involved. It is permitted to take all possible routes which the NS trip planner states for the route that has been paid in advance. But if You Check In and Check Out along the way, the above rules apply to the NS part of Your route.

The *Traject Vrij* subscription can be ordered in combination with the *Gesplitst Betalen* Service and/or an Additional subscription.

## Article 16: Traject op Maat subscription

The *Traject op Maat* subscription is the subscription whereby You can travel on a previously determined route by train with the Transport Providers (subject to the provisions of article 6) and the price is determined and invoiced retrospectively per month based on the number of days on which You have travelled on that route (or part thereof) in the relevant contract month. If a limited number of trips have been made, a lower rate applies than if more trips have been made on the predetermined route. When ordering a *Traject op Maat* subscription for a specific route, the rates for that route and the selected class are set out.

In the case of the *Traject op Maat* subscription, a contract month runs from the starting date of the subscription until one month after that, and so on. Example: with an effective date of 31 March 2022, the first contract month runs from 31/03/2022 to 30/04/2022. When cancelling the *Traject op Maat* subscription or changing the route, the rate payable will be determined on the basis of the number of travel days from the commencement date of the contract month up to the date of cancellation or change.

The following terms and conditions apply when determining the number of travel days:

- A day is considered a travel day if, on that day, all or part of the predetermined route was travelled (regardless of the number of trips on that route). Any day of the year can be a travel day; no distinction is made between working days, weekend days or NS Public holidays.
- If, on a given day, a passenger Checks Out at a station without a valid Check-In or Checks In at a station without a valid Check-Out, this is regarded as a trip on the route. That day therefore counts as a travel day even if you did not actually travel along the route. A Correction Rate will also be charged.

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

- If the *Vergeten Check-Uit Service* is applied, this Service determines whether You have made a trip on the route on the day in question and therefore whether that day counts as a travel day. In derogation from the provisions of article 22, a possible correction by You of your trip because the *Vergeten Check-Uit Service* cannot be applied or because the *Vergeten Check-Uit Service* used an incorrect station, does not have an impact on the previous determination of whether a day counts as a travel day.

Otherwise, the conditions indicated in the *Traject Vrij* subscription (article 15), including the price calculation for travel outside the route and the rules concerning possible routes along the route, apply.

The *Traject op Maat* subscription is only available if at Your Company at least 30 Cardholders have a valid NS-Business Card. In the absence thereof, NS will have the right to determine that it is no longer possible for Your Company to take out the *Traject op Maat* subscription and/or terminate Your current *Traject op Maat* subscription effective as from the then current contract month.

The *Traject op Maat* subscription can be ordered in combination with the *Gesplitst Betalen Service* and/or an Additional subscription.

## Article 17: Gesplitst Betalen Service

- 17.1** Availability. The *Gesplitst Betalen Service* can only be ordered in combination with a *Traject Vrij* or *Traject op Maat* subscription and is furthermore only available if Your Company permits this combination. The *Gesplitst Betalen* subscription combined with the *Traject Vrij* subscription is not available where Your Company has concluded an agreement for the NS-Business Card online via [ns.nl](https://www.ns.nl).
- 17.2** General. In the case of the *Gesplitst Betalen Service*, Your Company pays for the *Traject Vrij* or *Traject op Maat* subscription and a possible Additional subscription, and You as Cardholder (and not Your Company) will pay all other costs. This for example involves the costs of travel outside the prepaid route, separate Surcharges, Correction Rates and costs to use Services that are provided by third parties. The predetermined class of the *Traject Vrij* or *Traject op Maat* subscription also applies to all train journeys outside the route. However, you can purchase a temporary class change from 2<sup>nd</sup> to 1<sup>st</sup> class. The *Gesplitst Betalen Service* can only be ordered by You. However, Your Company reserves the right to reject Your order.
- 17.3** Payment. You agreed in connection with Your Order that You will pay the costs of the use of the NS Services and the services of other Service Providers Yourself in arrears via monthly direct debit, with the exception of the costs Your Company bears for the *Traject op Maat* subscription and/or a possible Additional subscription. NS will make its invoices available in *Mijn NS Zakelijk*. The direct debit of the invoice amount will take place around 3 working days after the invoice date. In principle, costs made in a calendar month are invoiced in the following calendar month, but some costs may be invoiced later. If a direct debit fails, You still owe NS the invoice amount and will be in default. From that time, You will owe statutory interest for every calendar day that the payment is not made. If you do not make payment within 15 days after receipt of a demand for payment, you will also owe extrajudicial collection and other costs, as referred to in article 6:96(2)(c) of the Civil Code. The amount of these costs is subject to legal limits. If you are in default, NS will also have the right to terminate Your NS-Business Card, the *Gesplitst Betalen Service* and the related *Traject Vrij* or the *Traject op Maat* subscription with immediate effect. If You have not yet complied (in full) with a payment obligation that has become due and payable, NS will also have the right to refuse to deliver new products or services to You.
- 17.4** Right of withdrawal/reflection period. You always have a 14-day reflection period if you ordered the *Gesplitst Betalen Service*. This reflection period commences one day after the commencement date. You can find the commencement date you have selected in the confirmation of Your order. If you decide you do not want to make use of the *Gesplitst Betalen Service*, you may contact NS during the reflection period and indicate that you wish to exercise your right of withdrawal. You may use the withdrawal form for this purpose, but you are not obliged to do so. If you exercised Your Right of Withdrawal NS will terminate the *Gesplitst Betalen Service* with retroactive effective as from the commencement date. Contrary to a regular termination, You do not have to visit the ticket machine (see articles 24.4 and 24.5). If you incurred costs during the reflection period, for example by travelling by public transport outside the subscription route or by using door-to-door services, these costs will nevertheless be charged to you. If You use your right of withdrawal with respect to the *Gesplitst Betalen Service*, the related *Traject Vrij* or *Traject op Maat* subscription (and any Additional subscriptions) will end automatically as well. These subscriptions are not terminated with retroactive effect, but they will end on the day on which You exercised your right of withdrawal. If this is the case, Your Company will pay the subscription costs up to the day You invoked the right of withdrawal. Please note: If your NS-Business Card is used by You or someone else after your right of withdrawal has been invoked, all costs of that use will be charged to You.
- 17.5** Termination after the reflection period. You can terminate the *Gesplitst Betalen Service* at any time as from one month after the commencement date in accordance with the provisions with respect to termination in articles 24.3 up to and including 24.5 of these Product Terms and Conditions. In the event the *Gesplitst Betalen Service* ends for any reason whatsoever, the related *Traject Vrij* or *Traject op Maat* subscription will also end automatically. Conversely, if the related *Traject Vrij* or *Traject op Maat* subscription ends, the *Gesplitst Betalen Service* and any Additional subscription will also end automatically. If you do not act in accordance with the provisions regarding termination in article 24.4, You will remain obliged to pay all costs related to the use of the Services, with the exception of the costs of the *Traject Vrij* or the *Traject op Maat* subscription and any Additional subscriptions, which are for the account of Your Company.
- 17.6** Changes. If Your Company permits, it is possible to change a *Traject Vrij* or *Traject op Maat* subscription ordered in combination with the *Gesplitst Betalen Service* to a regular *Traject Vrij* or *Traject op Maat* subscription, provided that the purchased route remains the same.

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

**17.7 Priority.** Where the provisions of this article 17 deviate from the provisions elsewhere in these Product Terms and Conditions (such as for the costs You are to be charged), the provisions of this article 17 shall prevail.

## Article 18: Intercity Direct Altijd Toeslagvrij subscription

You have to pay a Surcharge if You travel on an Intercity direct train between Schiphol and Rotterdam. The *Intercity Direct Altijd Toeslagvrij* subscription is only available in combination with the *Traject Vrij*, *Traject op Maat* and *Trein Vrij* subscriptions). You must always hold a valid ticket for the relevant Intercity direct route. Your Company must pay the *Intercity Direct Altijd Toeslagvrij* subscription in advance. You must always Check In and Check Out with this subscription.

With this subscription, it is possible to travel without limitation on the Intercity direct trains between Schiphol and Rotterdam for a fixed amount without Surcharge. In other words, the part of the ticket relating to the Surcharge has been paid in advance. It is not possible to switch to another class. As from one month after the commencement date of the subscription, Your Company, or You on behalf of Your Company if Your Company allows this can terminate this subscription in accordance with the provisions with respect to termination included in articles 27.3 up to and including 27.5 of these Product Terms and Conditions and insofar as applicable Your Company will be entitled to a refund of the excess subscription amount paid in advance.

## Article 19: Intercity direct Toeslag enkele reis en dagretour Service

You have to pay a Surcharge if You travel on an Intercity direct train between Schiphol and Rotterdam. In addition, You must always be in possession of a valid ticket for the relevant route. The Intercity direct Toeslag enkele reis en dagretour Service (Intercity direct one-way/day return ticket Surcharge Service) includes a pre-paid Surcharge for a one-way journey or day return journey. You must always Check In and Check Out with this Service.

## Article 20: Trein Vrij subscription

The *Trein Vrij* subscription is the subscription that grants unlimited travel rights on all journeys with the Transport Providers. The provisions of article 6 apply in this connection, which means that the subscription cannot be used to travel with Eurostar and a Surcharge is required for Intercity direct. Your Company must pay for this subscription in advance. You must always Check In and Check Out with the *Trein Vrij* subscription. As from one month after commencement of Your subscription, Your Company, or You on behalf of Your Company if Your Company allows this, can terminate this subscription in accordance with the provisions with respect to termination included in articles 24.3 up to and including 24.5 of these Product Terms and Conditions and Your Company, insofar as applicable, will be entitled to a refund of the excess subscription amount paid in advance.

## Article 21: Combined travel discount

Some subscriptions include a combined travel discount. If this is the case, this will be indicated at the moment the subscription concerned is ordered. The combined travel discount makes it possible to purchase a ticket at a discount from the Transport Providers for at most three persons

travelling with you during Off-peak hours, with due observance of the provisions of article 6. More information about the conditions that apply for the person travelling along, who uses the combined travel discount, can be found via [ns.nl](https://www.ns.nl).

## Article 22: Vergeten Check-Uit Service

In case of the *Vergeten Check-Uit Service*, NS will perform, with a maximum of three times per calendar year, an estimate of the station where the forgotten check-out took place on the basis of the Service(s) purchased by You, Your Travel Settings (travel class), Checking-In time and relevant travel details / Your travel history.

If this is possible with a sufficient degree of certainty, NS will determine the Fare on the basis of that station and inform You by e-mail about this. In that case NS will not charge a Correction Rate.

If You made a different journey than estimated by NS, You must submit a request for a correction to *NS Zakelijk* Customer Services or *Mijn NS Zakelijk* within six months of the date of travel.

If NS is unable to establish with a sufficient degree of certainty where You forgot to Check Out, NS will charge the Correction Rate. You can inform NS of the station where You forgot to Check Out within six months of the relevant travel date via *Mijn NS Zakelijk* or *NS Zakelijk* Customer Services. Subject to the following provisions, NS will in that case re-calculate the Fare and charge You that Fare. If the Correction Rate has already been charged, this amount will be reimbursed to Your Company, or to You if you make use of the *Gesplitst Betalen* Service.

There is a limit of three times per calendar year for correcting Your forgotten check-out. In this context the travel date is decisive, not the date of the correction. The limit applies regardless of whether it is an automatic correction resulting from the *Vergeten Check-Uit Service* or a correction of the Correction Rate that was charged. After the limit has been reached, NS will charge the Correction Rate for every forgotten check-out.

In the event of improper use or (suspected) fraud or abuse, NS reserves the right to charge the Correction Rate and/or claim compensation. The *Vergeten Check-Uit Service* is exclusively intended by NS to limit the adverse consequences of a Cardholder forgetting to Check Out. Your Checking In and Checking Out obligations shall remain applicable. The *Vergeten Check-Uit Service* has no effect on any penalties and/or Statutory Surcharges as a result of travelling without a valid ticket.

The *Vergeten Check-Uit Service* cannot be excluded by You or Your Company. The *Vergeten Check-Uit Service* only applies if You are Checked In with NS.

## Article 23: Refund options in case of travel without an NS-Business Card

If You do not have the NS-Business Card on You or the card is defective for technical reasons, the following refund options apply to a *Traject Vrij* or a *Trein Vrij* subscription. If You have not applied for a duplicate NS-Business Card, for example in a situation where You have forgotten to take Your NS-Business Card with You, You may claim reimbursement of the travel expenses incurred that are covered by the subscription not

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

more than three times per calendar year, by providing the receipt(s) for the trip(s) to NS. If You have applied for a duplicate NS-Business Card, for example because the NS-Business Card was defective or stolen, You may claim reimbursement of the travel expenses incurred from NS that are covered by the subscription for a maximum period of 14 days while You are awaiting a duplicate NS-Business Card, by sending the receipt(s) for the trip(s) to NS. What can serve as evidence of the trips made can be found at [ns.nl](https://www.ns.nl). The reimbursement application must be submitted within 90 days of the trip.

## Chapter 4 – Other provisions concerning the use of the NS-Business Card

### Article 24: Termination

- 24.1** Termination by NS (1). If the Agreement with Your company is terminated, or terminated prematurely or partially, NS is entitled to terminate Your NS-Business Card as of the expiry date of the Agreement, regardless of the cause of termination (e.g. cancellation, termination by giving notice or expiry of the term).
- 24.2** Termination by NS (2). NS furthermore has the right to end the right to use Your NS-Business Card with immediate effect if:
- NS is reasonably of the opinion that there is fraud, abuse or improper use of an NS-Business Card by You, Your Company or a third party. In any event, there is abuse if the NS records show a regular failure to Check In or Check Out with an NS-Business Card; or
  - Your Company fails to comply with any payment obligation towards NS; or
  - Your Company is no longer obliged to pay the costs of the Services and/or any other use of the NS-Business Card.
- 24.3** Termination by You or Your Company. As from one month after the commencement date of an NS-Business Card, You and Your Company will have the right to terminate the right to use Your NS-Business Card (however, see article 17.4 for the right of withdrawal concerning the *Gesplitst Betalen* Service). You can forward this termination online in My NS Business or via *NS Zakelijk* Customer Service. In the event a subscription was placed on the NS-Business Card and You/Your Company wishes to terminate the NS-Business Card, the agreement concerning the use of Your NS-Business Card cannot end until after the minimum term of that subscription has expired. Please note: after You or Your Company has indicated the intention to terminate the right to use Your NS-Business Card, You or Your Company will always be obliged to remove the Services on the NS-Business Card as set out in article 24.4.
- 24.4** Termination via the ticket machine. With due observance of the provisions of article 24.3, the right to use an NS Business Card ends in principle on the date from which You or Your Company has indicated that it wishes to terminate the NS-Business Card. This is referred to as “the intended end date”. In order to have the NS-Business Card actually end on the intended end date, You or Your Company must remove all Services that are on the NS-Business Card from the NS-Business Card at an NS Ticket Machine or other OV-Chipkaart collection point. You or Your

Company must remove the services from the card before the intended end date. In that case, the Services that are removed from the NS-Business Card are placed back on the NS-Business Card automatically, but are then provided with an end date that is the same as the intended termination date. This allows You to use the relevant Services of the NS-Business Card until the intended termination date. If the Services placed on the NS-Business Card have not been removed before the intended termination date, the NS-Business Card will not end. If you would still like to terminate the right to use Your NS-Business Card You or Your Company will be required to terminate the card again as indicated in article 24.3 and subsequently follow the procedure of this article 24.4.

- 24.5** Termination of Services. The provisions of articles 24.3 and 24.4 concerning termination of an NS-Business Card also apply in case of termination of Services which concern a subscription (namely the *Dal* subscription, the *Traject Vrij* and *Traject op Maat* subscription, (whether or not combined with the *Gesplitst Betalen* Service), the *Trein Vrij* subscription and the intercity direct Altijd Toeslagvrij subscription). If the Services placed on the NS-Business Card have not been removed from the NS-Business Card, Your Company will remain obliged to pay the costs invoiced in connection with the Services relating to the NS-Business Card, including the costs of subscriptions that were not removed from the NS-Business Card. If You use the *Gesplitst Betalen* Service, You will remain responsible for payment of all Services that are used, with the exception of the subscriptions that are for the account of Your Company.
- 24.6** Ending usage. You are no longer allowed to use the NS-Business Card as from the moment Your right to use the NS-Business Card has ended.
- 24.7** Blocking. If your right to use the NS-Business Card ends, NS will have the right but will not be obliged to render the NS-Business Card unusable by blocking it or having it blocked. Blocking the NS-Business Card has the result that the Services and any other OV products (see also article 11) loaded on the NS-Business Card will become unusable.

### Article 25: Loss, theft or fraud

- 25.1** Notification. If the NS-Business Card is lost or stolen or if Your NS-Business Card is used to commit fraud, You must immediately apply for a duplicate via *Mijn NS Zakelijk*. NS will register the time of loss or theft and will immediately issue instructions to block the NS-Business Card and to issue a new one.
- 25.2** Report. If Your NS-Business Card is stolen, we are entitled to request that You report this theft to the police as soon as possible. You must confirm this report to us by sending us a copy of the report.

### Article 26: Accuracy of data

- 26.1** Time limit for lodging a complaint. In the absence of any statement to the contrary submitted by You within six months after the travel data were recorded, those travel data will be deemed to be correct.

# Product Terms and Conditions – NS-Business Card

Valid from January 1, 2026

**26.2** NS administration. In the event of a dispute or if Your Company or You exercise any right, the NS (electronic) administration will serve as evidence, subject to proof to the contrary submitted by You.

## Article 27: Data Protection

NS Groep N.V. is the data protection controller as referred to in the General Data Protection Regulation (GDPR). NS processes personal data in order to be able to render its Services. NS processes Your personal data in accordance with the provisions of the GDPR. If you require further information, please visit [ns.nl/privacy](https://ns.nl/privacy) or call the *NS Zakelijk* Customer Service via 030 – 300 11 11 (available day or night).

## Article 28: Changes

**28.1** Changes. NS has the right to change the usage options of the NS-Business Card and/or these Product Terms and Conditions. Unless these Product Terms and Conditions provide otherwise, NS will inform You of the changes within a reasonable time before they take effect. The amended Product Terms and Conditions apply from their effective date to all existing and future NS-Business Cards.

**28.2** Termination of the Services. NS is also entitled to terminate Services. In the event Your Company purchases the Service in question, NS will notify this at least 6 weeks in advance, unless this cannot reasonably be expected of NS. NS will notify a termination to Your Company and/or to You as cardholder if You use the Service in question. If You purchase the *Gesplitst Betalen* Service, NS will always inform You directly.

**28.3** The Cardholder's termination right. In the event NS changes the usage options for the NS-Business Card and/or these Product Terms and Conditions and/or a Service, You as cardholder will have the right to terminate Your NS-Business Card with immediate effect with due observance of the provisions of article 24.4.

## Article 29: Rank

In case of inconsistencies between these Product Terms and Conditions and other NS general terms and conditions, these Product Terms and Conditions shall prevail, except where it concerns the AVR-NS, which apply under all circumstances to the relationship between NS and You as an NS traveller.