

## TERMS AND CONDITIONS

### DIGITAL INVITATION

### PROFESSIONAL CUSTOMER

#### *Part 1. Definitions, scope and purpose*

#### **Article 1. – Definitions**

For the purposes of these terms and conditions, the terms referred to in this article are defined as follows:

- **Customer:** refers to the natural or legal person for whom the service provider carries out one or more specific mission(s).
- **Terms and conditions:** refers to these provisions governing the service of sending digital invitations to the customer.
- **Contract:** all rights and obligations between the customer and Autosécurité S.A. and materialized by the acceptance of these general terms and conditions.
- **Personal data:** any data relating to an identified or identifiable natural person, directly or indirectly, and collected while fulfilling the public service missions conferred, or during the use of this website and the applications offered.
- **Digital invitation:** service of sending an invitation for the presentation of vehicles for technical inspection, by means of an electronic means of communication provided by the customer, as specifically referred to in article 4.
- **Agent:** Any person authorized by a legal person, on the basis of its articles of association or a special power of attorney, to carry out all or part of the transactions via this service.
- **Mission(s):** refers to any service, specific and/or general, performed or provided by the service provider hereunder.
- **Parties:** refers to the customer and the service provider.
- **Service provider or Autosécurité S.A.** – The public limited company Bureau d'étude et de contrôle en vue de la sécurité routière – abbreviated Autosécurité S.A. – body accredited under the Royal Decree of 23 December 1994 to provide a public service of technical inspection of vehicles, with registered offices in the Petit-Rechain industrial zone, Avenue du Parc 33 at 4800 Verviers and registered on the register of legal persons under the number BE 0444.402.332.
- **Inspection centre:** any motor vehicle inspection centre run by the company Autosécurité S.A.

## **Article 2. – Scope**

In accordance with article 4 §2 of the Royal Decree of 23 December 1994 [M.B. 31.12.1994], the accredited bodies are obliged to guarantee an optimal service for citizens, but also to send an invitation-reminder for each vehicle subject to inspection, for the area of action allocated to it, on the basis of data from the Crossroads Bank for Vehicles, as defined by the law of 19 May 2010 establishing the Crossroads Bank for Vehicles [M.B. 28.06.2010], as well as by its implementing decree of 8 July 2013 [M.B. 22.08.2013].

The terms and conditions set out the modalities of intervention of Autosécurité within the framework of the mission carried out for and/or on behalf of the customer, as well as the modalities of performance of this service.

In particular, they govern the respective rights and obligations of the parties in relation to this service.

They are without prejudice to the mutual rights and obligations of the parties under the law and in particular the aforementioned Royal Decree of 23 December 1994, as well as the Royal Decree of 15 March 1968 laying down general regulations on the technical conditions with which motor vehicles must comply [B.M. 28.03.1968], which governs the technical inspection of vehicles put into circulation.

## **Article 3. – Formation of the contract**

This contract is deemed to be formed by the customer's express acceptance of these terms and conditions when the application form is sent.

With this operation, the customer acknowledges that he has read and understood and fully agreed all the provisions of these general terms and conditions.

However, Autosécurité will inform the customer, if necessary and without delay, if it takes the initiative to refuse the previously formulated application for membership. This refusal will not prejudice compliance with legal obligations or the continued sending of invitations in paper format.

## **Article 4. – Subject – Digital invitation service**

The purpose of this service is to streamline and simplify the sending of invitations to carry out the technical inspection. The customer benefits, free of charge, from the automated invitation sending service, via an electronic means of communication - electronic messaging - provided by the customer when subscribing to the service, for the entire duration of the contract.

Subscribing to this system implies that there will no longer be paper invitations/reminders from the date of entry into force as notified by Autosécurité. The customer will now receive, at the official e-mail address provided, a single computer file containing all the vehicles to be presented and belonging to the identified holder, for the specified deadline.

If registration for this service is completed within the two-month period preceding the expiry date of the technical inspection certificate, a paper invitation may have already been sent by post. Invitation data are actually processed two months in advance. In such a situation, a digital invitation will be sent as soon as possible.

Notification of the elements thus received is nevertheless considered a written notification within the meaning of article 2281 of the former Civil Code, regardless of the method of receipt used by the customer.

The document received includes all the required guarantees of authenticity, non-repudiation and integrity. It replaces the paper invitation previously received.

## *Part 2. Identification, proof and processing of personal data*

### **Article 5. – Identification**

The customer is required to complete the application form by filling in all the identification data necessary for the performance of this service (full name of the company, business name, registered office address, ECB number), full contact details of the contact person responsible or designated for managing the receipt of invitations (surname, first name, telephone number and e-mail address), as well as the official e-mail address to which the digital invitations must be sent.

It is the sole responsibility of the customer to officially notify any change made to this information, in writing by return email or to the address provided in the last paragraph of point 8.2. The customer also remains solely responsible for the accuracy of the information entered in this form.

The customer guarantees that he has the right to enter into this contract and to fulfil the obligations detailed herein.

It is important to note that the legal entity customer will only be identified by means of the ECB number provided. Where the request comes from a group of companies, it will be necessary to specify the different separate legal entities concerned, as well as their respective ECB numbers.

### **Article 6. – Proof**

When a digital invitation is sent, the dates of access to this electronic version are stored and logged. All operations performed are recorded by Autosécurité in an electronic journal kept for 10 years.

The contents of this journal may be reproduced or recorded on paper, or on any computer medium.

In the event of a dispute, Autosécurité will provide proof that the operations have been correctly carried out using one or more of these recording techniques mentioned above and that the notification has not been affected by a technical incident or by any other attributable failure.

### **Article 7. – Processing of personal data**

7.1 Data of a personal nature provided through the contact forms are stored by our internal services for the duration of the contract. To this end, Autosécurité must comply with the obligations imposed on it as data controller, in accordance with the applicable legislation in the field.

7.2 In accordance with article 6 of Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, these data are only used for professional purposes in order to best meet the demand of our customers, following the subscription to this service.

In accordance with the minimisation principle, the data requested is adequate, relevant and not excessive for the purposes pursued. It will only be processed by the data controller, or a duly authorised subcontractor, and will be neither transmitted nor assigned to third parties for commercial or other purposes.

7.3 Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data confers at all times a right of access to personal data, a right to rectification or to erasure data, a right to object to processing, as well as a right to data portability.

All requests must be addressed in writing to the data protection officer at the following addresses :

[privacy@autosecurite.be](mailto:privacy@autosecurite.be)

**Autosécurité S.A.**  
Avenue du Parc 33  
Z.I. Petit-Rechain  
B – 4800 VERVIERS

7.4 During the term of this contract and after its expiry, the customer accepts and gives consent for Autosécurité to assemble and/or use statistics for the purposes of research, internal use, development and improvement, provided that the statistics are anonymised and do not allow the customer to be identified.

The intellectual property rights created as a result of these statistical studies will belong to Autosécurité. The term “statistics” refers to anonymous information gathered through the use of this service.

### *Part 3. Duration, suspension and end of contract*

#### **Article 8. – Duration and end of contract**

8.1 By accepting these general terms and conditions, the customer confirms his acceptance of the provisions, terms and conditions contained herein, to the exclusion of any other terms or conditions presented by the customer.

This contract will take effect on the date notified to the customer by Autosécurité confirming activation of the service. The contract will remain in force for an indefinite period, unless terminated properly. Invitations will then be sent again in paper format, by post.

8.2 Each of the parties may terminate this contract at any time, subject to a notice period of two months.

The customer may terminate this service at any time by notifying our customer service on 087/57.20.30. Invitations will then be sent again in paper format, by post.

## **Article 9. – Suspension and express resolatory clause**

9.1 Autosécurité reserves the right to interrupt, in whole or in part, temporarily or definitively, this service.

Autosécurité also reserves the right to definitively terminate the contract, with prior notice by registered post, for the reasons in the non-exhaustive list below:

- Should the customer fail to fulfil his legal, regulatory or contractual obligations in connection with the service;
- Should Autosécurité believe that this service is not or is no longer suitable to the customer, for whatsoever reason;
- Should Autosécurité consider it useful or necessary to the security of the system, or in the interests of the customer, or of Autosécurité;
- In the event of presumed fraud or improper use of the service by the customer or a third party.

Whatever the case, this agreement shall terminate:

- In the event of the bankruptcy or liquidation of one of the parties, or more generally of any circumstance seriously jeopardising the existence of one of the parties.
- In the event one party fails to meet its contractual obligations, after a period of 15 days after the formal notice sent to the other party has remained without tangible effect.

9.2 Autosécurité reserves the right to temporarily suspend the service in order to maintain the system, or to make adaptations or improvements required by technological developments, or in order to comply with any applicable legislation and regulations. If possible, excluding any case of emergency, Autosécurité will notify the customer beforehand.

### *Part 4. Rights and obligations of the parties, liability*

## **Article 10. – Commitments and responsibility of the customer**

### **10.1 Use of equipment/connection to an operator chosen by the customer**

The customer is solely responsible for the IT equipment, machine(s), software, browser, IT systems and their extensions, of whatsoever nature, and for the software used to access the service or to receive notifications.

The adaptation, installation, maintenance, operation and updating of hardware and software, computer systems and their extensions are the sole responsibility of the customer.

The customer must therefore, inter alia, take all necessary measures to prevent any contamination of his computer by viruses and, where appropriate, detect and destroy them. Without prejudice to the other provisions of this agreement, any consequences arising from the use and/or malfunctioning of the equipment described above, hardware and software shall be borne entirely by the customer.

The customer is free to choose the operator to which he has recourse for the delivery of IT and telecommunications services. In consequence, Autosécurité may under no circumstances be held liable for any damage caused by the services of this operator, or for any damage caused by problems in connecting the customer to third party services.

10.2 The customer undertakes to follow Autosécurité's instructions for the use of this service.

## **Article 11. – Commitments and responsibility of Autosécurité**

11.1 Autosécurité guarantees that it has the right to enter into this contract and to supply the services provided for therein.

This services will be provided with diligence and competence.

Autosécurité's undertakings to the customer as to the availability, proper functioning, protection and correct execution of this service represent solely a best-efforts obligation. These undertakings do not guarantee that the operation of or access to the service will be uninterrupted or free from faults and errors.

The human and technical means that appear reasonable in the light of comparable professional electronic services will be engaged for the purpose of ensuring a regular service.

11.2 Autosécurité may not be held liable by the customer for any failure in the performance of this contract due to force majeure as defined in case-law, or for any situation beyond Autosécurité's reasonable control, including technical breakdowns, interruption or failure of the internet or any other network, the power supply network or electrical infrastructures, or any supplier of such infrastructures and networks. Autosécurité shall nevertheless inform the customer without delay should such a situation arise.

11.3 Without prejudice to the following, and except in the case of fraud or gross negligence, Autosécurité cannot be held responsible for any damage occurring to the customer, or to any third party (including the customer's own customers) as a result of:

- Failure by the customer to comply with his obligations under this agreement or any legislation to which he may be subject in his relationships with his own customers;
- The impossibility of creating the necessary connection, interruptions to this connection in any way, or problems in sending and receiving transactions, due to third parties;
- Any delay in execution due to third parties;
- A temporary interruption of the service, in particular in the cases referred to in article 9.2, but also an interruption due to third parties;
- Should the regularity of the service be compromised as a result of manipulations or errors of any kind, origin or cause whatsoever and over which Autosécurité has no direct control;
- Inaccurate or incomplete data provided by the customer;
- Any negligence or the existence of an error on the part of the customer himself;
- Any problem in terms of veracity, authenticity, credibility or timeliness of the orders received.

11.4 The adaptation by Autosécurité of the characteristics or technical requirements of the service may under no circumstances, except in the event of gross negligence or fraud, incur Autosécurité's liability towards the customer.

11.5 The data subject to notification in the context of the application of this service are provided by the competent authorities. Autosécurité is not obliged to verify its content and is therefore not responsible for the accuracy, completeness, precision or timeliness of such information from third parties. Autosécurité cannot be held liable for the presence of erroneous or missing information in files communicated by the said authority.

11.6 If Autosécurité's liability is incurred as a result of damage actually suffered by the customer, Autosécurité undertakes to reimburse the customer, as soon as possible, for the amount of such damage duly established and documented.

#### *Part 5. Miscellaneous provisions*

### **Article 12. – Intellectual property rights / Extent of the right of use**

All intellectual property rights concerning the programs (communication and security software), the applications and the instructions for use are the exclusive property of Autosécurité.

No clause in this contract, no downloading or copying operation in whatsoever manner of software, information and/or any other right of Autosécurité may be considered as a total or partial transfer of these intellectual property rights to the customer or to a third party.

The customer shall abstain from any infringement of Autosécurité's intellectual property rights.

The customer is authorised to download or print out information provided by Autosécurité that concerns his own data or information over which he has sole ownership, as long as he does not delete, process or amend any copyright notice, disclaimer of liability, or any other notices appearing in the information provided.

The customer is also forbidden, in whole or in part, to reproduce, translate, adapt, decompile, recompile ("disassembling"), apply "reverse engineering" or modify in any way, distribute, publish, lease or make available to third parties, or copy, except for back-up purposes, the programs, applications and instructions for use, their copies or possible reproductions, directly or indirectly, free of charge or against remuneration.

### **Article 13. – Confidential information**

Secret or non-publicly accessible information, including contract documents, customer content, financial, commercial or technical information, whether provided orally or in writing by one party to the other under this contract before or after its effective date is confidential and will be treated as such by the recipient.

The use of this confidential information by the recipient shall be solely for the purpose of respecting and implementing its obligations under this contract.

#### **Article 14. – Nature of headings**

The headings of articles and sections throughout this contract are intended solely to facilitate reading. They may not be used in any way to interpret the content of sections and articles.

#### **Article 15. – Safeguard clause**

The inability to enforce, the invalidity or the nullity of any provision of this contract shall not imply the inability to enforce, the invalidity or the nullity of the entire contract. Where the inability to enforce, invalidity or nullity of a clause is established conclusively, this clause shall be deemed null and void.

#### **Article 16. – Miscellaneous provisions**

The contract contains all the provisions which the parties have agreed to in relation to the subject matter. It cancels and replaces all prior agreements between the parties relating to its subject matter. No statement or provision not specifically mentioned herein shall be enforceable or form part of this contract.

Each of the parties declares that the conclusion of this contract is free from any defect of will. Each of the parties also declares that it has not undertaken to do anything that is not included in the terms of this agreement.

#### **Article 17. – Applicable law / Competent courts**

The present contract is governed by Belgian law. Only the Courts and Tribunals of the judicial district of Verviers are competent to hear any dispute arising from it directly or indirectly.

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