

# TRI INSPECTION PORTAL

## GENERAL CONDITIONS

### PRIVACY POLICY

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

#### **Article 1 Definitions**

In the present conditions, the terms below shall be understood as follows:

- Autosécurité: the private company Autosécurité S.A., authorised pursuant to the Royal Decree of 23 December 1994 to conduct statutory technical inspections on road 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.
- Technical inspection: road vehicle inspection provided for and performed in accordance with the provisions and annexes of the Royal Decree of 15 March 1968 laying down the technical conditions with which motor vehicles and their trailers must comply. Technical roadside inspection: an unexpected technical inspection of a commercial vehicle carried out by any qualified agent or authorised competent authority, or under their direct supervision, in accordance with Directive 2014/47/EU of 3 April 2014 of the European Parliament and of the Council on the technical roadside inspection of the roadworthiness of commercial vehicles circulating in the Union ;
- Technical roadside inspection: an inspection in accordance with article 3(9) of the Directive 2014/45/EU of the European Parliament and of the Council on periodic roadworthiness tests for motor vehicles and their trailers;
- Technical inspector: any person authorised under article 14 of the Royal Decree of 23 December 1994 determining the conditions for approval and the rules for administrative supervision of the bodies charged with the technical inspection of vehicles;
- Deficiencies: technical defects and faults found by an inspector during a technical roadside inspection;
- Roadworthiness certificate or inspection report: document issued after a technical roadside inspection;
- Technical regulation: the Royal Decree of the March 1968 laying down general regulations on the technical conditions with which motor vehicles and their trailers, elements and safety accessories must comply;
- TRI inspection portal: the service described in article 3.

## **Article 2 – Scope**

The present conditions govern the rights and obligations arising from the use of the inspection portal service, both for the holder of the report issued after technical roadside inspection and for the company Autosécurité.

The present conditions in no way supersede the respective rights and obligations of the parties under the law and in particular Directive 2014/47/EU and the Order of the Walloon Government of 6 July 2017, which govern the technical roadside inspections of commercial vehicles registered in Belgium or abroad, and the aforementioned Royal Decree of 15 March 1968 and the Royal Decree of 23 December 1994 determining the conditions for approval and the rules for administrative supervision of the bodies charged with the technical inspection of vehicles.

During use of the portal, the holder of the certificate issued at the end of the technical roadside inspection explicitly declares acceptance of these conditions and their content.

## **Article 3 – Object and possible operations**

The present conditions apply in particular to the following functionality:

- Access to the technical roadside inspection data, using a QR code or a personal access code specific to the holder of the report, in one of the following languages: French, Dutch, German, English.

This is an automated service through which the holder of a report with access to the internet and connection data can obtain information on the technical roadside inspection carried out on his vehicle, in one of the above-mentioned languages of his choice.

Autosécurité reserves the right to add new functionalities to the list above and/or to modify the available functionalities at any time.

### *Part 2. Availability, identification and security*

## **Article 4 – Availability**

The inspection portal service is accessible 24 hours a day, 7 days a week.

However, Autosécurité may not be held liable for any temporary interruption of service due to events outside its control.

## **Article 5 – Access and use**

The user may access the portal using the means of identification in the prescribed manner.

At the end of the technical roadside inspection, a roadworthiness certificate with a QR Code, an identifier and an access code are issued to the user. These means of identification are required to access the system.

These means of identification are strictly personal and may not be assigned or communicated to a third party.

### *Part 3. Rights and obligations of the parties, responsibility*

## **Article 6 – Undertakings and responsibilities of the report holder**

### **6.1 Use of equipment/connection to an operator chosen by the report holder**

The holder of the inspection report 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 inspection portal service.

The adaptation, installation, maintenance, operation and updating of hardware and software, computer systems and their extensions are the sole responsibility of the report holder. He 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 these regulations, any consequences arising from the use and/or malfunctioning of the equipment described above, hardware and software shall be borne entirely by the report holder.

He 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 user to third party services.

### **6.2 Security and precautions**

The report holder undertakes to use the inspection portal service in accordance with the provisions of these regulations and the other information made available to him.

He acknowledges the need to keep strictly secret the personal means of identification communicated.

### **6.3 Liability**

The report holder is liable for the consequences of the loss or theft of his means of identification.

The following situations, inter alia, may be considered as instances of gross negligence:

- Giving a third party the opportunity to discover his personal means of identification;
- Leaving his personal means of identification in a place accessible to the public. A location accessible to the public is a place to which a large number of people have access, even if it is not a public place in the legal sense of this term;
- The use of the inspection portal in a manner contrary to the present conditions.

## **Article 7 – Undertakings and responsibilities of Autosécurité**

### **7.1 Unavailability of the inspection portal service**

The report holder may not hold Autosécurité liable for the mere fact that the portal inspection service is temporarily or permanently unavailable due to factors other than bad faith or serious fault attributable to Autosécurité.

Autosécurité's undertakings to the report holder with respect to the inspection portal, and in particular to access, availability, proper functioning, protection and the proper performance of the service, are obligations of means.

In other words, Autosécurité will engage all human and technical means that may reasonably be considered appropriate to the provider of such electronic services for professional purposes, in order to ensure a regular service and to provide an appropriate method of protection and authentication.

### **7.2 Security**

Autosécurité guarantees that the security systems used are such that the means of identification cannot be communicated to third parties, except through negligence or voluntary communication by the person concerned.

### **7.3 Autosécurité's liability**

Without prejudice to what follows, and unless in the event of fraud or serious misconduct, Autosécurité cannot be held liable for any damage to the report holder or a third party due to:

- Failure by the report holder to comply with his obligations under these regulations or any applicable legislation;
- Negligence or fault on the part of the report holder himself;
- The impossibility of creating a connection necessary for the installation of the service, interruptions of this connection in any way, or problems in sending and receiving transactions, due to third parties;
- Overloading of the network of the report holder's chosen operator;
- Decisions and obligations imposed by Belgian or other authorities;
- The inaccuracy or incompleteness of data from external sources;
- Any problem in terms of the veracity, authenticity, credibility or timeliness of the orders received;
- Damage caused after the report holder has left the inspection portal.

The adaptation by Autosécurité of the characteristics or technical requirements of the inspection portal service, or of the conditions and tariffs in force, can in no way incur Autosécurité's liability to the user.

## *Part 4. Confidentiality of data*

### **Article 8 – Processing of data relating to private life**

Autosécurité gives particular importance to the protection and the confidentiality of your data.

When a user accesses information relating to the technical roadside inspection of his commercial vehicle on our dedicated page, Autosécurité collects information using the platform provided for this purpose. These data are processed in compliance with the GDPR and with the laws in force on the protection of privacy.

Personal data means any information relating to an identified or identifiable natural person as defined in Article 4, 1 of the General Data Protection Regulations (GDPR). This includes information such as your name, your e-mail address, your nationality and the contact details of your enterprise.

### **Article 9 – Data controller**

For the purposes of the use of this portal, the following entity shall be considered as the data controller within the meaning of the General Data Protection Regulation, the national data protection laws of the Member States, and the applicable data protection regulations:

#### **Autosécurité S.A.**

BE 0444.402.332  
ZI de Petit Rechain, Avenue du Parc 33,  
4800 Verviers

You can contact our data protection officer by e-mail at the address: [privacy@autosecurite.be](mailto:privacy@autosecurite.be), or by post at the address given above.

### **Article 10 – Personal data processed**

Pursuant to Annex 4 of Directive 2014/45/EU and the Order of the Walloon Government of 6 July 2017, the information collected and processed consists of your personal identification data (name, first name), your address, your nationality, your license plate number, and the identification data and address of your company.

### **Article 11 – Purposes, legal bases for processing and storage period**

Data concerning the user are processed in a fair and lawful manner and are collected for specific, explicit and legitimate purposes, without subsequent processing in an incompatible manner. In accordance with the principle of minimisation, the data requested are appropriate, relevant and not excessive in relation to the purposes pursued.

Autosécurité is a body specifically approved for the technical inspection of vehicles in accordance with the Royal Decree of 23 December 1994 determining the conditions for approval and the rules for the administrative control of bodies responsible for the inspection of vehicles, and for the roadside inspection of commercial vehicles, in accordance with Directive 2014/47/EU and the Order of the Walloon Government of 6 July 2017 which govern the technical roadside inspections of commercial vehicles registered in Belgium or abroad.

The data relating to the vehicle collected during the inspection are checked using the information contained in the motor vehicle database (Banque Carrefour des Véhicules) and communicated by the Federal Public Service Mobility and Transport.

Your personal data are processed in order to:

- Unambiguously identify the vehicle and check its correspondence with the information contained in the motor vehicle database (licence plate number, chassis number, etc.);
- Perform the technical roadside inspection in accordance with Directive 2014/47/EU and the Order of the Walloon Government of 6 July 2017 governing the technical roadside inspections of commercial vehicles registered in Belgium or abroad.

#### **Article 12 – Processing and basis for lawfulness**

The processing of personal data includes the following: any operation or set of operations which is performed upon personal data, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by supply, dissemination or otherwise making available, alignment, combination, blocking, erasure or destruction of personal data.

The basis for the lawfulness of the present processing operations rests on the explicit consent given by the customer in accordance with Article 6, 1, a, of the General Regulation on Data Protection (GDPR), on the performance of a legal obligation on our part (performance of a task carried out in the public interest) in accordance with Article 6, 1, c, and on the legitimate interest of Autosécurité S.A., in accordance with Article 6, 1, f.

#### **Article 13 – Storage period**

In accordance with article 10(4) of the Order of the Walloon Government of 6 July 2017, the results of technical roadside inspections are stored by Autosécurité, in compliance with the data protection legislation, for a minimum period of thirty-six months.

These data are only accessible to the report holder on the portal for a period of two months.

#### **Article 14 – Internal recipients**

Access to data relating to report holders is strictly limited within Autosécurité to internal staff responsible for organising technical roadside inspections.

They are contractually and legally bound to respect the privacy of users, and the confidentiality of the information they communicate.

These data are not disclosed to any third party whatsoever, unless required by law or at the lawful request of the authority, and are not transferred to a third country or outside the EEA.

Under no circumstances are these data used or assigned for commercial ends.

#### **Article 15 – Recourse to subcontractors for the inspection portal**

Autosécurité has called upon the services of the company Aegaeon IT S.A., rue de la Liberté 22 – 1930 Luxembourg – Grand Duchy of Luxembourg – to provide a technological solution, and for the ongoing maintenance and repair of these platforms.

Autosécurité has called upon the services of the company Groupe Autosécurité S.A. - ZI de Petit Rechain, Avenue du Parc 33, 4800 Verviers - for the management, monitoring, reporting and production of statistics concerning the services offered.

#### **Article 16 – Rights of the data subject**

In accordance with provisions of article 15 of the GDPR, the user, as the data subject, has the right of access to data which has been collected concerning him and held by the data controller.

Under all circumstances, the report holder may, by means of a dated and signed written request addressed to the data controller with proof of identity and free of charge if a reasonable volume is involved, obtain from the data controller the written disclosure, where appropriate by electronic means, of the personal data concerning him and, where appropriate, rectification, limitation of processing or erasure of data that are inaccurate, incomplete or irrelevant, with the exception of data collected by the data controller pursuant to a legal obligation. The user also enjoys a right to data portability, and the right, at any time, to object to this processing.

If no action has been taken in respect of the request within 30 days of its submission, it may be considered as rejected. The report holder may also apply to or lodge a complaint with the data protection authority (Rue de la Presse 35, 1000 Brussels - [contact@apd-gba.be](mailto:contact@apd-gba.be)) to exercise these rights. The President of the Court of First Instance will hear any application concerning these rights if the request has been rejected.

The data subject is not subject to a decision based on automated processing, including profiling, in accordance with article 22 of the GDPR.

#### **Article 17 – Security**

The data controller takes technological, physical and organisational security measures in order to guarantee the integrity, confidentiality and availability of the user's data. These measures also aim to protect this data against modification, unauthorised access and any other unauthorised processing, and against unauthorised or accidental destruction and accidental loss.

The report holder also plays an important role in the security of the data that he provides. He must at all times ensure the confidentiality of his password and use the correct procedure to access the inspection portal.

#### *Part 5. Miscellaneous provisions*

#### **Article 18 – Intellectual property**

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 these conditions, 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 user or to a third party.

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

The user 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 19 – Information contained on the inspection portal**

The information provided via the inspection portal is provided for purely informative purposes and may under no circumstances replace an official document.

#### **Article 21 – Validity**

The inability to enforce, the invalidity or the nullity of one of the provisions of these regulations shall not entail the inability to enforce, invalidity or nullity of the regulations as a whole. Where the inability to enforce, invalidity or nullity of a clause is established conclusively, this clause shall be deemed null and void.

#### **Article 22 – Applicable law/ Competent courts**

The present general conditions are governed by Belgian law.

Only the Courts and Tribunals of Verviers are competent to hear any dispute arising directly or indirectly from these regulations.