

GENERAL CONDITIONS

DRIVING LICENCE APPOINTMENT PORTAL

Article 1 – Definitions

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

- Autosécurité S.A.: private company authorised pursuant to the Royal Decree of 23 December 1994 to organise testing for driving licences, 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.
- Driving licence test: test planned and organised in accordance with the provisions of the Royal Decree of 23 March 1998 on driving licences and the Royal Decree of 10 July 2006 on driving licences for category B vehicles.
- Examination centre: examination centre controlled by the company Autosécurité S.A. and approved for the organisation of tests for obtaining a driving licence.
- Flat-rate surcharge: surcharge referred to in article 63 §2 of the Royal Decree of 23 March 1998.
- Driving licence appointment portal: the service described in article 3.
- Customer: any person using these services.

Article 2 – Scope

These general conditions apply to any use of the driving licence appointment portal services for driving licences activities.

These provisions are without prejudice to the mutual rights and obligations of the parties under the law, in particular the aforementioned Royal Decrees of 23 March 1998 and 23 December 1994.

Autosécurité S.A. reserves the right to amend these conditions at any time without prior notice.

Article 3 - Object

The appointment portals enable customers to make appointments for presentation for the different tests provided for by the law for obtaining the different driving licences.

Note that this platform only allows an appointment to be made, independently of verification, by the candidate, of compliance with the conditions laid down in the regulations, for the planned licence test.

We would like to remind you that it is the responsibility of every candidate, before making an appointment, to ensure that they meet the conditions of access provided for by the legislator, that they are in possession of all the required documents and certificates and that the vehicle used for the test, if appropriate, complies with the regulations from a technical and administrative point of view.

A candidate who fails to do so will be refused access. The test will not take place and the fixed surcharge will be applied where appropriate. Under no circumstances may the liability of Autosécurité S.A. be invoked in such cases and no compensation may be claimed.

These services can also be used to change and cancel appointments, within the limits prescribed by the regulations.

Article 4 – Access and use

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

Autosécurité S.A. takes all reasonable and necessary measures to ensure the proper functioning, security and accessibility of its driving licence appointment portal. However, Autosécurité S.A. cannot offer any guarantee of absolute operability and is only subject to an obligation of means.

Autosécurité S.A. cannot be held responsible for a momentary interruption of service due to events beyond its control.

Any use of the appointment portal services is at the customer's own risk. Autosécurité S.A. is not liable for any damage that may result from possible malfunctions, interruptions, defects or harmful elements present on the appointment portal services.

Autosécurité S.A. is under no circumstances liable for any illegal or improper use by the customer of the website or of the services accessible via the website.

Autosécurité S.A. reserves the right to carry out any necessary adaptations or improvements to these services considered appropriate due to technological developments, or in order to comply with any applicable legislation and regulation.

Autosécurité S.A. also reserves the right to restrict access to the appointment portal services or to interrupt their operation at any time, without prior notification, particularly in the event of system maintenance, technical incident or force majeure.

Article 5. – Cancellation period

The customer can cancel or amend a previously agreed appointment via the driving licence appointment portal. This operation can be carried out no later than two full working days before the planned date. No penalty or surcharge will be applied.

Any amendment or deletion of a reservation after that deadline is still possible, but will be qualified as late and will, given the organisational impact, lead to the application of the flat-rate surcharge provided for by the regulations and recalled in article 6.

Article 6 – Flat-rate surcharge

Pursuant to article 63 paragraph 2 of the Royal Decree of 23 March 1998, a flat-rate surcharge will be applied, unless an exemption is granted, to any candidate who, without notifying the examination centre at least two full working days (not including Saturday) before the date set for the test, does not

attend a practical test for which he has registered, or who fails to satisfy the administrative, technical or health conditions required for the test concerned.

This surcharge is due for each practical test that the candidate fails to attend.

Article 7 – Obligations of the candidate

It is the responsibility of the candidates to ensure that they are in possession of all the documents and certificates required to take the chosen test and that they meet all the conditions for this test.

It is the responsibility of each candidate to ensure that the vehicle used meets the administrative and technical requirements set out in the relevant laws and decrees.

The candidate arrives on the agreed date and time at the chosen examination centre. The strict observance of the time slot allocated by the candidate is an essential condition of this service.

The customer undertakes to cancel a booked appointment, at least two full working days before the planned date. It is also the responsibility of our customers to choose the right appointment for the desired driving licence. Any wrong choice has a significant organisational impact on the site concerned. The different types of driving licence are clearly detailed and explained on the driving licence appointment platform.

In the event of failure to comply with the above obligations, the test cannot be started and the fixed surcharge will be applied.

Under no circumstances can Autosécurité S.A.'s liability be invoked in these circumstances and no compensation can be claimed.

Article 8 – Obligations and responsibilities of Autosécurité S.A.

Autosécurité S.A. takes all reasonable and necessary measures to guarantee the planned timetables and to ensure the proper functioning, accessibility and smooth running of the driving tests.

Autosécurité S.A. may not be held liable, either by the customer or by any third party, for any failures in the performance of this service due to force majeure as defined in case-law, and/or for any situation beyond Autosécurité's reasonable control, including, but not limited to, technical breakdowns, lack of staff, etc.

Except in the case of fraud or gross negligence and with the exclusion of any indirect damage, Autosécurité S.A. cannot be held responsible for any direct damage occurring to the customer, or to any third party as a result of:

- Failure by the customer to comply with his obligations under these regulations or any applicable legislation;
- The justified application of the flat-rate surcharge;
- Any delay in execution that can be ascribed to third parties;

- Any temporary interruption of the service, or any interruption that can be ascribed to third parties;
- The impossibility of creating the necessary connection, interruptions of this connection in any way, or problems in sending and receiving transactions due to third parties;
- 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 the veracity, authenticity, credibility or timeliness of the orders received.

Article 9 – Intellectual property

The content of the appointment portal services (text, software, programs, photos, graphic elements, video images or any other material appearing on these portals) is the property of Autosécurité S.A. and is protected as such by the intellectual property laws in force.

Any representation, reproduction, adaptation or use, in whole or in part, of the contents, trademarks and services offered by the site, by any process whatsoever, without the prior, express and written authorisation of Autosécurité S.A., is strictly forbidden.

The user of these services is granted a limited right to access, use and display the site and its content. This right is granted on a non-exclusive, non-transferable basis and may only be used for personal, non-commercial purposes.

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

The names, logos and trademarks appearing on this website and/or on any other application, including the logo and the name of Autosécurité S.A., are legally protected. No third party may use these names, logos and brands without the prior written authorisation of Autosécurité S.A. or of any other rights-holder.

Article 10 - General provisions

Autosécurité S.A. reserves the right to modify, expand, delete, limit or interrupt the site and its associated services at any time, without prior notification and without incurring any liability.

In the event of infringement of these general conditions by the user, Autosécurité S.A. reserves the right to take appropriate sanctions and measures for redress. In particular, Autosécurité S.A. reserves the right to refuse the user access to the site or the associated services.

The total or partial nullity of any clause in these conditions shall have no impact on the validity and application of the remaining clauses. In such cases, Autosécurité S.A. has the right to replace the clause with another valid clause of similar scope.

Article 11 – Applicable law and competent jurisdiction

The present general conditions are governed by Belgian law.

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