

## **Terms of use "Mbus"**

These TERMS OF USE govern the conditions with regard to the services and the "Mbus"-app, operated and managed by Max Mobiel, Botermarkt 1, 9000 Gent, registered in KBO (N° 0886.413.318)

### **I. General**

#### a. Purpose

Max Mobiel is an organisation that offers collective transport to the employees of companies that work together with Max Mobiel.

Max Mobiel developed an app ('the Application') to allow people ('the User') who wish to use collective transport to one of the participating companies to book and manage a ride.

#### b. Area of application

These terms of use apply to the services that Max Mobiel offers to employees; the terms of use apply to any use of the application: downloading the application, consulting its content, setting up an account and the use of the Services offered by the Application.

By using the Services and/or Application the User acknowledges to have read and approved the current Terms of Use and its compulsory nature.

These Terms of Use can be adapted by Max Mobiel, after which new Terms of Use will be revealed to the Users. Using the new Terms of Use after notification implies that The User has accepted the new Terms of Use.

### **II. Terms of Use**

- 1.1. Before the User can use the Application or use Max Mobiel's Services he/she has to set up an Application account; this registration form should be filled out truthfully and should contain the following information: mail address, name, first name, telephone, postal code, place of residence and password
- 1.2. Users are not allowed to use a third party's ID, proxy's or temporary mail addresses
- 1.3. While registering the User will be asked to approve these Terms Of Use and the Privacy Policy by ticking the corresponding box.
- 1.4. Max Mobiel reserves the right to accept or decline User's registration; non-approval of the registration may be based on:
  - 1.4.1. User did not provide the necessary registration info
  - 1.4.2. User tries to register by using a pseudonym or third party identity
  - 1.4.3. User does not comply with the Terms of Use's condition, has not fulfilled the conditions in a past registration or Max Mobiel can reasonably assume that User will not comply to the Terms of Use in the future.
  - 1.4.4. Any other reason upon which Max Mobiel reasonably can assume that registration cannot be permitted
  - 1.4.5. User does not work for an employer who works with Max Mobiel
2. Access to the Application and Services

- 2.1. Max Mobiel reserves the right to – in its sole discretion – warn Users or deny them access to the Application and/or Services, temporarily or definitively.
- 2.2. Temporary or definitive Application and/or Services access denial could happen, but not solely, based on the following reasons:
  - 2.2.1. User did not register correctly or the registration is incomplete
  - 2.2.2. User revealed his log in info to third parties
  - 2.2.3. User uses third party log in info
  - 2.2.4. User does not comply with the Terms of Use's obligations, has not lived up to the obligations in the past or Max Mobiel can reasonably assume that User will not do so in the future
  - 2.2.5. Any other reason upon which Max Mobiel reasonably can assume that access can be denied
- 2.3. Max Mobiel reserves the right to close any User's account – unilateral, immediate, definitive and without any notification – who does not respect the current Terms of Use.

### 3. Liability

- 3.1. Max Mobiel devotes a lot of attention and care to the Application Content; the content is, however, prone to change, can be altered at any time and will be put to User's use without any explicit or implicit guarantee regarding its accuracy. Max Mobiel is not responsible for damage caused by the use of the Application, regardless of whether the content seems to be correct or not, nor for the damage caused by the use of the Services provided through the Application, except in the case where proof is delivered of gross fault or intent on Max Mobiel's behalf.
- 3.2. Max Mobiel does its utmost to allow access 24/7, 7 days a week; having regard to the technical characteristics of smartphones, computers and the internet, and the necessity to periodical maintenance, updates and upgrades, Max Mobiel cannot guarantee uninterrupted access to its Application. Max Mobiel will do anything in its power to solve any reasonable cases of access interruption. These kinds of interruptions or suspensions can be caused by technical problems such as, not limited to, a server crash or a mistake, bug or virus that causes problems with software systems and/or data processing. These are specific to the delivery of these kind of services and will not be equated with any shortcoming of Max Mobiel, nor will they lead to fines or compensation on behalf of Max Mobiel. Should the interruption or suspension be caused by a software or a hardware problem on the User's smartphone, Max Mobiel cannot be held responsible and the User will be exclusively and completely responsible for all consequences.
- 3.3. Max Mobiel cannot be held liable for improper use of the Application and/or Services by the User. Therefore only the User is held liable for the use of the Application and/or Services and for the possible claims or juridical implications arising from this matter, more specifically:
  - 3.3.1. The Application is used for another purpose than described in the Terms of Use
  - 3.3.2. The User does not respect the law or other binding regulations
  - 3.3.3. The Application is used in such a way that it is illegal, inappropriate, harmful or wrong
  - 3.3.4. The User enables a third party – aware or unaware – to use his/her log in info to get access to the Application

- 3.4. The User will compensate Max Mobiel and indemnify Max Mobiel for any claim incl. extra compensations, from other Users or third parties, and that arise from not respecting the Terms of Use by the User
- 3.5. The User acknowledges and accepts that the liability insurance from the respective drivers is applicable should there be material or immaterial damage while using the Services and indemnifies Max Mobiel at all costs for such claims.
- 3.6. If and in so far as Max Mobiel could be held liable, this liability will be limited to a total sum of 500 euro, or the amount of proved damage if and in so far as it is lower than 500 euro.

#### 4. Fair and safe use

By registering and using the Application and/or Services the User commits itself to:

- use the Application in accordance with these Terms of Use
- act as a responsible and careful User
- not to act in a way that could harm Max Mobiel
- not to register in the Application under names of different User
- not to use log in info that are not his/hers
- make sure that log in info will be kept secret and are not used by third parties
- inform Max Mobiel immediately should the log in info be misused
- never to disrupt the computer structure's Application system
- to protect his/her data, software and smartphone adequately against viruses and similar risks such as hacking
- to use the driver and other Users with respect and not to discriminate

#### 5. Intellectual property

Max Mobiel is and will always be the owner or the license owner of all intellectual property rights with regard to the Application and the Services that it has developed. The User commits itself to never partly or completely copy, sell or use any of the protected Application or Service elements, in any way or form. These elements contain in particular trademarks, texts and articles, software, source codes, databases, forms, domain names, company names, product names, logos, graphical elements and illustrations, charts, music, colour combinations, slogans, lay-outs, tabs and any other Application element, linked to the Services Website that is protection sensitive.

### III. General rules

#### 1. Adaptations

Should these Terms of Use be altered, then the altered version is always at hand in the Application. These new Terms of Use apply from the first User visit after the adaptation. As from this visit the User is deemed to have read and approved the alterations; we advise Users to read the updated Terms of Use at every visit

#### 2. Applicable law and courts with jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of Belgium which is the only applicable law.

The courts of the registered office of Max Mobiel have exclusively jurisdiction for any claim that could arise from the application, interpretation or execution of these Terms of Use.

#### Contact

For all extra information or suggestions regarding these Terms of Use or the use of the Application, please contact Max Mobiel, via [maxmobiel@stad.gent](mailto:maxmobiel@stad.gent) or by phone 09 274 43 74

Every complaint with regard to the use of the Application should be sent by registered mail to Max Mobiel's registered office, Botermarkt 1, 9000 Gent