

## **TERMS OF USE - CARASAP**

### **1. Introduction**

- 1.1. CarASAP's service (the "Service") is an online, smartphone application, and telephone platform (the "Application") on which persons interested in professional driver services (the "Users") are offered professional drivers services by third parties with the necessary licenses (the "Drivers").
- 1.2. The Service is operated by CarASAP SA ("CarASAP"), with offices at rue Mail 50, 1050 Brussels, Belgium. CarASAP can be contacted by e-mail at the following address: [info@carasap.be](mailto:info@carasap.be).
- 1.3. By using the Service, Users agree to these terms of use (the "Terms").
- 1.4. CarASAP retains the right to modify these Terms at all times by e-mail notification to the Users.

### **2. Subscription**

- 2.1. Both natural persons (over 18 years of age) and companies are entitled to subscribe to the Service.
- 2.2. In order to be able to use the Service, Users will be required to create a User account and to provide some personal information such as banking and/or credit card details.
- 2.3. The User may not disclose to others his/her user ID's or personal passwords that give access to the Service.
- 2.4. In order to use all the features of the Application, Users need to be in possession of an Android or IOs operated smartphone, equipped with a GPS service. CarASAP does not guarantee that the Application is or will be available for any and all types of smartphones.
- 2.5. Subscription to the Service is free of charge. Use of the Service will be charged as per these Terms.
- 2.6. CarASAP reserves the right to refuse or cancel any subscription at its sole discretion and for any reason.
- 2.7. The User is entitled to close his User account at any time.

### **3. Intellectual property**

- 3.1. Any and all intellectual property rights (trademarks, copyrights, etc...) on the Service or a part thereof such as the Application, the contents thereof, or CarASAP brands and logo's ("IP rights") will at all times remain the exclusive property of CarASAP.
- 3.2. The User is not allowed to modify or alter in any way any of CarASAP's IP rights.
- 3.3. Any content uploaded in the Application (such as profile pictures, etc...) or otherwise transmitted to CarASAP will remain property of the User, who, by uploading such content, will agree to grant CarASAP a licence to use any IP right related with such content. The User may not input, upload, post, transmit or otherwise distribute on the Application or on any other part of the Service any copyrighted content on which the User does not own all rights, unless express written permission of the author and copyright holder has been provided in advance.

#### **4. Restrictions on use**

- 4.1. The User is entitled to use the Service only for lawful purposes and may not (attempt to) violate any local, national or international law or regulation, including but not limited to those related to copyright, trade mark, obscenity, privacy and information security.
- 4.2. The User may not knowingly introduce viruses or other harmful programs or files and shall exercise reasonable care to avoid doing so knowingly or unknowingly.
- 4.3. The User may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Application.

#### **5. Personal information**

- 5.1. Some of the Users' personal data ("Data") may be collected by CarASAP. The data controller is CarASAP, whose identity, address and contact details are mentioned above.
- 5.2. The following Data will or may be collected upon subscription to the Service: identity, personal picture, e-mail address. This Data will be processed for the purposes of operation and management of the User's account and for the operation of the Service. The e-mail addresses may also be processed for marketing about the Services.
- 5.3. Geolocation Data will be collected while using the Service. These Data will be processed for the purposes of optimizing the Service rendered to the User, and, after anonymization, for statistical purposes.
- 5.4. Credit card Data will also be collected upon subscription to the Service and will be processed for the purpose of processing payments collected by CarASAP.
- 5.5. Users are entitled to request at any time to access and rectify their Data. Users can exercise these rights through their personal User account or by contacting CarASAP.
- 5.6. Users are entitled to object at any time to the processing of their Data for marketing purposes. Users can exercise this right by contacting CarASAP.

#### **6. Warranty**

- 6.1. CarASAP provides the Service on an "as is" basis, without express or implied warranty regarding quality, accuracy, correctness, relevance, merchantability, fitness for a particular purpose or non-infringement.
- 6.2. To the largest extent permitted by applicable law, CarASAP nor its managers, employees and other contractors give you any express or implied warranty as to the operation of the Service, including whether the Service will be available at any particular time or location, uninterrupted, free of virus, or error-free, and whether errors will be corrected;

#### **7. Operation of the Application**

- 7.1. When the User books a journey, a Driver will be allocated to the User. Save for particular arrangements as per Section 0 below, the Driver services are operated for the benefit of the User under a lease agreement which complies with all local regulations entered into between CarASAP and the Driver. The User, or any person for the benefit of whom the User books a fare, therefore has no contractual ties to the Driver. The User agrees to hold harmless CarASAP against any claim of a Driver for damage caused by the User's negligence, fault or omission. The User agrees and acknowledges that CarASAP will be entitled to give effect to this guarantee by claiming an amount equivalent to the damage suffered on the User's credit card.
- 7.2. Selected Users may be offered a specific premium access to the Service under which the User may be required to sign or enter into specific rental arrangements with the Drivers, as required by

local regulations. As the case may be, these Users agree to give CarASAP a proxy to enter into such arrangements on their behalf.

7.3. Drivers have no authority to represent or otherwise engage CarASAP in any way whatsoever.

## **8. Driver services– pricing per journey**

8.1. Final price is defined at time of booking and provided to customer before confirming booking. Final price may be adjusted dependent of, among other factors, unexpected rerouting, exceeded free 5 minutes waiting time period (except for airport and train stations respectively 20 and 10 minutes after expected time of arrival).

8.2. The User is made aware of the fact that minimum prices will apply as per regulations.

8.3. The User will receive a confirmation e-mail containing the price of any journey at the end of such journey.

8.4. Invoicing and collection of this price will be realised electronically by CarASAP on behalf of the Driver. Depending on the User's account preferences, invoicing will be either periodical or per journey. The User hereby specifically agrees to this e-billing procedure.

## **9. Liability and Indemnification**

9.1. Save for gross negligence or fraud, and to the fullest extent permitted under applicable law, CarASAP, its managers, employees and other contractors cannot be held liable for actions or omissions of the User. Insofar covered by the Driver's insurance, the User will have no claim against CarASAP for any damage suffered during the performance of the Driver services.

9.2. CarASAP's liability towards the User will in any case be strictly limited (i) to direct losses (excluding any consequential or immaterial damage), and (ii) to an aggregate maximum amount of 1.000 € per occurrence.

9.3. The User agrees to defend, indemnify and hold CarASAP and its managers, employees and other contractors harmless from and against any and all claims (including third party claims), damages and expenses, including lawyers' fees, arising from the User's actions or omissions.

## **10. Severability**

If any part of the Terms should be found invalid or unenforceable, for any reason whatsoever, the remaining parts of the Terms shall remain valid and enforceable as if the invalid or unenforceable provision had not been included therein.

## **11. Waiver**

The failure of CarASAP to enforce any right or provision of the Terms will not be deemed a waiver of such right or provision.

## **12. Applicable law and jurisdiction**

These Terms are governed by and interpreted in accordance with Belgian law, and the courts of Brussels (Belgium) shall have sole and exclusive jurisdiction over any disputes relating to the Terms or the Service.