

## WEB TERMS OF USE

By accessing AirPlus International SA/NV Internet site ([www.bcc-corporate.be](http://www.bcc-corporate.be) (hereafter the Site) and its respective underlying pages), the Internet user declares that he/she is aware of and has accepted the present Terms of use of AirPlus International SA/NV.

### Information supplied on the Site

AirPlus International SA/NV takes the utmost care of the quality of the Site for both content and user-friendliness and takes all reasonable measures to provide correct and up-to-date information on the Site. In this manner, AirPlus International SA/NV may modify, at any time and without prior notice to the Internet users, the information supplied on the Site and, in this context, interrupt access to all or part of the Site.

The information, opinions and simulations on the Site are intended for EEA residents only. They are provided without guarantee or liability on the part of AirPlus International SA/NV except in the case of gross or intentional negligence or misconduct. They are only valid on the date they are provided and AirPlus International SA/NV cannot guarantee their accuracy, the absence of errors, their completeness and/or their timeliness.

The provisions under this paragraph only apply as far as the Site does not contain any express provisions to the contrary.

### Products and services described on the Site

Tariffs available on the Site are only valid on the date they are provided. They do not constitute contractual propositions unless they are accompanied by an order form.

### Access to certain protected parts of the Site

Certain parts of the Site (See MyWebReporting), are only accessible to the Internet users who identify themselves by using personal means of access such as password. In order to obtain access to these protected parts of the Site the Internet user shall be invited to register by filling AirPlus International SA/NV in a form. The Internet user shall have the ability to rectify, at any time and via the Site, the personal data he/she communicated to AirPlus International SA/NV.

The means of access of the Internet user are strictly personal and confidential. The Internet user is responsible for their use and for the preservation of their confidentiality and he accepts not to divulge them. The Internet user may modify or revoke his personal means of access at any time. AirPlus International SA/NV shall take all necessary steps within the scope of its possibilities to promptly enact such modification or revocation. Until that moment and except in the case of gross or intentional negligence or misconduct of the relevant entity of the AirPlus International SA/NV, the Internet user shall be solely liable for any direct or indirect damages incurred by himself, by AirPlus International SA/NV or by third parties as a result of any use or misuse, fraudulent or not, by himself or by third parties, of his personal means of access.

### Responsibility for the utilization of the Site

Except in the case of gross or intentional negligence or misconduct on their part, AirPlus International SA/NV and its members of staff are not responsible for any direct and indirect damages loss of profits, or the loss of opportunities incurred by the Internet user and resulting from the use of the Site or to the impossibility to use it, regardless of the reason.

Except in the case of gross or intentional negligence or misconduct on its part, AirPlus International SA/NV is not responsible for, amongst other thing any direct and indirect damages caused by the transmission of viruses despite existing AirPlus International SA/NV security measures, the interruption of the access to the Site caused by communication disturbances, channel or connection problems, unauthorized access to the Site, strikes or events of force majeure.

### Access to the Site

Subject to the means at its disposal and within the limitations described in the previous point, AirPlus International SA/NV shall provide access to the Site 7 days per week and 24 hours per day.

Nevertheless AirPlus International SA/NV cannot guarantee a continuous, uninterrupted and secured access to the Site. AirPlus International SA/NV may interrupt, at any time and without prior notice, the access to the Site in case of risk of misuse or fraud or in order to perform maintenance or to implement any improvement or modification. AirPlus International SA/NV shall do its utmost to limit the duration of such interruptions and shall, whenever possible, inform the Internet users of these interruptions and their estimated duration.

Without prejudice to its rights to indemnity, AirPlus International SA/NV reserves the right to prohibit, at any time and without prior notice, the access to all or a part of the Site to the Internet user for the following motives: violation of the present Terms of use, utilization of the site for unlawful or immoral purposes, infringement on the integrity, the security or the reputation of the Internet site.

### Property and intellectual property rights

AirPlus International SA/NV reserves all property and intellectual property rights on the Site itself and on all its components. This includes, but is not limited to, any text, illustrations, layout and computer programs.

A non-exclusive license is granted to the Internet user to use the Site. Nevertheless, no property or other intellectual property right is transferred to the Internet user. This license only gives the Internet user the right to access the contents of the Site, consult the information it contains and utilize the services offered on the site in a regular manner, and only for his own private use.

Any extraction and/or re-utilization of all or part of the contents of the Site which are qualitatively or quantitatively substantial, in any form or manner, is strictly prohibited without AirPlus International SA/NV prior written consent. Also, the repetitive and systematic extractions and/or re-utilizations of insubstantial parts of the contents of the Site's, in any form or manner, are not authorized if such acts exceed the normal use of the Site or cause prejudice to the legitimate interests of AirPlus International SA/NV.

The trade marks, labels and logos, whether or not registered, on the Site are the exclusive property of AirPlus International SA/NV or other companies and may not be reproduced. Internet users may in particular not, use them as metatags on other Internet sites.

#### AirPlus International SA/NV

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## **Hypertext links**

Except in the case of gross or intentional negligence or misconduct on its part, AirPlus International SA/NV cannot be held responsible for hypertext links created from third parties' Internet sites to the Site, nor can AirPlus International SA/NV be held responsible for the contents of these sites.

The creation of any hypertext link to the home page, other pages, files or applications of the Site, whether for commercial or non-commercial purposes, must be subject to the express prior authorization of AirPlus International SA/NV. Any framing AirPlus International SA/NV of the whole or a part of the Site is strictly prohibited without AirPlus International SA/NV prior written consent.

Also, except in the case of gross or intentional negligence or misconduct on its part, AirPlus International SA/NV does not provide any guarantee and declines any liability with regard to both the hypertext links created on the Site to third parties' Internet sites and the contents of these Internet sites. Access to these Internet sites is at the exclusive risk of the Internet user, he/she being fully aware that these Internet sites may be subject to other Terms of use for utilization, other provisions regarding the protection of privacy and/or, in a general manner, other Terms of use than those applicable to the Site. AirPlus International SA/NV cannot be held responsible for the respect by these sites of any applicable legislation or regulations.

## **Communications sent by Internet users**

Unless expressly provided otherwise, any communication from Internet users with regard to the Site must be sent to the Customer Service. Any communications including AirPlus International SA/NV data, questions, comments, ideas and suggestions which are sent to AirPlus International SA/NV by electronic mail or by any other means shall be considered to be non-confidential, under the reserve of AirPlus International SA/NV's professional confidentiality obligations, and the legal rights of the Internet user, including but not limited to, his rights under the privacy legislation. Under the same reserves, any communications may, in the 5 years of its transmission and without any compensation of any kind, be re-used, copied in whole or in part, modified and redistributed by AirPlus International SA/NV in any form, through any means and for any purpose.

## **Applicability of the present Terms of use**

The present Terms of use are applicable throughout the Internet session during which the Internet user utilizes the Site. AirPlus International SA/NV reserves the right to modify these Terms of use at any time. Internet users will be informed of such a modification on the Site.

The Terms of use applicable throughout the session during which the Internet user utilizes the Site are, at any time, those which are posted on the Site at the moment the Internet user accesses this site.

The nullity of one or more provisions of the present Terms of use shall have no effect on the validity, the extent and the enforceability of any remaining AirPlus International SA/NV provisions of these Terms of use.

The provisions of the present general conditions apply without prejudice to any mandatory legal or regulatory provisions.

## **Applicable rules and competent authority**

These terms of use for the AirPlus International SA/NV website are subject to Belgian law. Only the courts of the judicial district of Brussels are competent in the event of disputes, except in the cases where the competent courts are determined by legal or regulatory provisions, of mandatory law or public order.

AirPlus International SA/NV is recognized as a payment service provider by the Banque Nationale de Belgique (National Bank of Belgium - BNB), Boulevard de Berlaimont/Berlaimontlaan 14, 1000 Brussels (tel.: +32 2 221 21 11 – [www.bnb.be](http://www.bnb.be)) and is supervised by the BNB and by the Financial Services and Markets Authority (FSMA), rue du Congrès/Congresstraat 12-14, 1000 Brussels (tel.: +32 2 220 52 11 – fax: +32 2 220 52 75 – [www.fsma.be](http://www.fsma.be)).

In addition, AirPlus International SA/NV is registered as an insurance intermediary within the category of broker with, and is supervised by, the Financial Services and Markets Authority (FSMA), rue du Congrès/Congresstraat 12-14, 1000 Brussels having registration number 109178 A.

Lastly, the relevant supervisory authority for AirPlus International SA/NV in its capacity as an indicator, is the Directorate-General Enforcement and Mediation for the Federal Government Service for the Economy, SMEs and Energy, North Gate III, Boulevard Albert II/Kon. Albert II-laan 16, 1000 Brussels (tel.: +32 2 277 54 85 – fax: +32 2 277 54 52 – [economie.fgov.be](http://economie.fgov.be)).