

## **Legal mentions**

### Table of contents:

1. Information about the company that publishes and hosts this website
2. Terms of use of the website
3. Personal data protection policy
4. Cookie policy
5. Corporate culture and practices

### **1. Information about the company that publishes and hosts this website**

This site is published and hosted by:

The Company Axus SA, whose trade name is ALD AUTOMOTIVE, a public limited company with a share capital of 47,400,000.00 euros, registered with the Crossroads Bank for Enterprises under number 0403.429.730, having its registered office at 42, Avenue du Bourget, 1130 Brussels, and whose day-to-day management is ensured by Mrs. Klaudija Casar-Torkar, acting in her capacity as CEO.

Status of Belgian insurance agents - company governed by the insurance code. Financial guarantee and professional liability insurance in accordance with the insurance code. Registered with the FSMA under the number 016860 A (<https://www.fsma.be/en/party/axus>).

### **To contact us:**

#### **By mail:**

AXUS SA  
Avenue du Bourget, 42  
1130 Bruxelles

#### **By e-mail:**

[customercare@aldautomotive.com](mailto:customercare@aldautomotive.com)

#### **By phone:**

+32(0)2 706 41 41

### **2. Terms of use of the website**

#### **1. SUBJECT MATTER**

1.1 - This Internet site (the "Site") is an information site dealing with cars and automobiles in general, and more specifically with long-term rental and fleet management.

1.2 - These are the general terms and conditions (the "Terms") that govern the user's ("you", "your" or "yours") access to and use of the content offered to you by ALD Automotive ("ALD", "we", "us", "our") on this Site (the "Content").

1.3 - Please read these Terms carefully. By accessing this Site and using the Content, you acknowledge that you have read and understand these Terms and agree to be bound by each of their provisions.

## **2. INTELLECTUAL PROPERTY**

2.1 - The entire Site is subject to the legislation on copyright, trademark rights and, in general, intellectual property, both as regards its form (choice, layout, arrangement of materials, means of accessing data, organization of data, etc.) and as regards each of the elements of its Content (texts, images, graphics, etc.). The Content of the Site remains the exclusive property of ALD, and of any entity of the group to which it belongs, and/or of its contributors. However, certain parts of the Content are / may be the property of their respective authors.

2.2 - Any copy, reproduction, representation, broadcasting or re-broadcasting of this Site and/or its Content, in whole or in part, by any means and on any medium, is prohibited, as is the sale, resale, distribution, retransmission, publication or any other action aimed at making the Content available to third parties in any way whatsoever. Failure to comply with this prohibition constitutes an infringement that may give rise to civil and criminal liability for the infringer.

2.3 - Unless otherwise specified, no element in the present Conditions shall be considered as granting you any prerogative, license or any other transfer of intellectual property rights or any other property rights of ALD or of any entity of the Société Générale Group to which ALD belongs, and/or of its contributors, or of any third party.

## **3. CONTENT OFFERED ON THE SITE**

3.1 - The Content of the Site is offered to you for information purposes. It is your responsibility, prior to any access and use of the Site, to ensure by any means that the Site is up-to-date and corresponds to your needs. The Content is periodically updated and/or modified and it is your responsibility to check the Content regularly to ensure that you have the latest updates and/or modifications. ALD reserves the right to update and/or modify the Content at any time. By continuing to access and use the Content, you agree to any such updates and/or modifications.

3.2 - While we make every effort to provide you with accurate Content, neither ALD or its contributors, nor any of its affiliates or their suppliers or employees, makes any warranty, or assumes any legal liability (to the extent specified by law) or responsibility for the appropriateness, reliability, timeliness, accuracy or completeness of the Content.

3.3 - We shall not be held responsible for hyperlinks created to other sites, including the content of such sites. We shall not be held responsible for hypertext links created to the present Site and we forbid any person to create this type of link without ALD's prior express authorization. You shall also refrain from linking to the Site for any purpose, unless expressly authorized in writing by us.

3.4 - We also reserve the right to include advertisements of our choice on the pages of the Site.

## **4. SENDING AN ONLINE REQUEST**

4.1 - The Site includes the possibility of requesting a quote online, to express dissatisfaction and, more generally, of asking ALD questions.

4.2 - To send your request, you must complete the information required on the form provided for this purpose on the Site, and in particular enter your email address. A message will then be sent to you to confirm your submission.

4.3 - You may request the deletion of your personal data at any time under the conditions defined in the confidentiality policy accessible directly from the Site.

## 5. LIABILITY

5.1 - ALD shall in no case be held liable for any damage resulting from a failure on your part to comply with these Terms and Conditions, from any failure on the part of a third party, or from any event beyond its control such as a case of force majeure.

In particular, force majeure within the meaning of the present Terms and Conditions includes events such as fire, explosion, transmission network failure, collapse of installations, epidemic, earthquake, flood, power failure, war, embargo, law, injunction, request or requirement of any government, strike or boycott.

5.2 - ALD informs you that access to the Site or to all or part of the Content may be restricted for certain persons or in certain countries. ALD cannot in any way guarantee the Site's compliance with any foreign legislation. It is the User's responsibility to ensure that he is authorized to access the Site and its Content.

## 6. ACCESSIBILITY AND SECURITY

6.1 - Any use of an Internet network entails a risk as to its reliability, and as to the security of data transmission, continuity of accessibility, performance in terms of volume and speed of data transmission, and the propagation of viruses. In this respect, ALD recommends that you implement a specific solution and appropriate security measures to prevent these risks.

6.2 - ALD does not guarantee the proper functioning of the Site without interruption or operating errors. In particular, its service may be temporarily interrupted for maintenance, updates or technical improvements. ALD declines all responsibility for any malfunction, inability to access or poor conditions of use of the Site, in particular due to inappropriate equipment, disruptions linked to the Internet service provider, saturation of the Internet network or any other reason beyond our control.

ALD does not guarantee the perfect continuity of the services available on its website or its servers, nor the total absence of error, technical or other deficiencies, and cannot be held responsible for any damage resulting from access to or use of the service by the client.

6.3 - ALD may not be held liable to the client for any damage resulting from the introduction of a computer virus having an effect on the proper functioning of the service, illegal or unauthorized intrusion by any third party into a server and/or into the service platform.

6.4 - ALD and its contributors cannot be held responsible for elements beyond their control and for any damage that may be suffered by your technical environment and in particular your computers, software, network equipment and any material used to access the Site.

## 7. COMPENSATION

7.1 - Compensation due by ALD in the event that its liability is incurred shall be limited to direct, personal and certain prejudice, to the express exclusion of any indirect damage. Under no circumstances may the company be held liable for indirect damages, i.e., all those that do not result directly and exclusively from the event giving rise to liability, such as, in particular, commercial damage, loss of earnings, loss of turnover, loss of orders, damage to brand image, or any other commercial disturbance.

7.2 - You shall hold ALD and its Affiliates harmless from any third-party claim upon request and you shall indemnify them for any loss, cost, action, suit, claim, damages, expenses (including reasonable legal fees and costs), incurred or sustained directly or indirectly by ALD as a result of your access to or use of the Site or any breach or non-observance of these Terms by you.

### **8. AMENDMENT OF THE TERMS**

ALD reserves the right to amend the Online Terms at any time. Such amendments shall become effective within one (1) month of their posting on the Site. By accessing and using the Site, you agree to be bound by the Terms in effect at the time of your access or use. It is therefore your responsibility to review these Terms each time you access or use the Site.

### **9. SUSPENSION AND TERMINATION OF ACCESS AND USE OF THE SITE**

9.1 - ALD may suspend access to and use of the Site (i) for repair and maintenance work and (ii) to update and/or modify the Content as necessary and (iii) in the event ALD suspects a breach of these Terms.

9.2 - ALD may terminate access to and use of the Site if ALD ceases to offer the Content on the Site for any reason.

9.3 - In such event, you will retain the right to contact the webmaster.

In any event, you shall not be entitled to any indemnity or financial compensation for any reason whatsoever in the event of termination of access to the Site.

### **10. GENERAL**

10.1 - Applicable Law and Jurisdiction - These Terms are governed by and construed in accordance with the laws of Belgium and any dispute shall be subject to the exclusive jurisdiction of the courts of the district of Brussels, Belgium.

10.2 - Severability - These Terms are severable in the sense that if any provision of these Terms is found by a court of competent jurisdiction to be illegal or unenforceable, then that provision shall be deemed void, without affecting the remaining provisions of these Terms.

10.3 - Assignment - You agree not to assign, resell, sublet or otherwise transfer your rights or obligations under these Terms. Failure to comply with this restriction in any way, whether actual or perceived, will result in immediate termination of the Services by ALD. At its sole discretion, ALD may assign these Terms, in whole or in part, to third parties.

10.4 - No Waiver, Agreement or Representation - Our failure to respond to a breach by you or others does not waive our right to respond to such breach or subsequent breaches. Except as expressly provided in the Terms, no representation, statement, consent, waiver or act or omission of ALD or its affiliates shall be deemed binding on ALD or any of its affiliates.

### **3. Personal data protection policy**

The Site complies with the laws and regulations in force concerning the protection of personal data. We refer you to the link below for more information:

[https://docs.aldautomotive.be/GDPR/Data\\_Privacy\\_Policy\\_ALD\\_Belgium\\_EN.pdf](https://docs.aldautomotive.be/GDPR/Data_Privacy_Policy_ALD_Belgium_EN.pdf)

#### **4. Cookie policy**

The Site uses tracers/cookies, which are text files stored in memory by your browsers and which are used in particular to identify you each time you change pages on the Site. In particular, ALD uses cookies to store preferences and parameters in order to save time, to activate the connection, to fight against fraud, to analyse the performance of the Website and the services provided by ALD and to carry out visit statistics. To consult ALD's Cookies policy:

<https://www.aldautomotive.be/cookie-policy>

#### **5. Corporate culture and practices**

ALD's objective is to ensure that its employees respect the Code of Conduct and act with integrity in their daily activities.

The Code of Conduct implements the highest ethical standards to which we aim to conform, both in terms of respect for human rights and environmental protection. Other fields are covered: prevention of conflicts of interest and corruption, fight against money laundering, hidden financing. Respect for the integrity of markets, data protection and responsible purchasing are also at the heart of our practices.

You can consult Société Générale's Code of Conduct by following the link below:

<https://www.aldautomotive.be/about-us/ald-automotive-belgium/business-culture-and-practices>