

ARVAL WEBSITES TERMS AND CONDITIONS

These terms and conditions of use (hereafter 'terms and conditions') were most recently updated in December 2019.

The terms and conditions described below apply to your usage of and access to the 'My Arval' website, related websites and associated (mobile) applications (hereafter 'websites'). Please read the following terms and conditions carefully. You must accept these terms and conditions in order to use the websites.

We reserve the right to modify these terms and conditions at any time, to ensure that they comply with applicable legislation, regulations and internal procedures. This shall be done by modifying the text on this website and stating the date at the top of the page. We will take steps to inform you of any significant changes via pop-ups on the websites. However, you may not always be aware of these changes immediately. We therefore advise you to read through these terms and conditions regularly to keep abreast of any updates and changes, especially if you are asked to re-enter or make additions to your personal information.

Should any provision of these terms and conditions be found to fully or partially invalid, voidable or in contravention of the law, the relevant clause shall be deemed inapplicable. In such a case, we shall replace the relevant clause with a clause of similar purport which is not fully or partially invalid, voidable or in contravention of the law. The remaining provisions of the terms and conditions will remain applicable in their entirety.

Information about Arval

The websites are managed by Arval Belgium SA/NV. Our contact information:
Ikaroslaan 99, 1930 Zaventem, Belgium
Telephone +32 (0)2 240 01 99
info@arval.be

1. Accessing and using our websites

Access to these websites is free. The costs of accessing using the telecoms network are at the user's expense.

We would like to remind you that fraudulently accessing or using a computer system, disrupting or counterfeiting the functioning of such a system, and fraudulent data entry or modification in a computer system are crimes which are punishable by law.

2. Your use of our website

General

The aim of these websites is to provide you with information regarding Arval's range of mobility solutions.

You declare that you have the necessary authorisation, skills and means to access and use the website.

We provide you with information via this website, as a result of a contractual agreement with you or your employer. This information is solely for your own use or internal use in your place of work, as the case may be. We must inform you that communicating this information to third parties without our

permission could be an infringement of our rights. If applicable, we will invoke relevant legal measures to ensure our rights are protected and prevent you from accessing the website. If an infringement is proven to have taken place, a lump sum compensation payment of €10,000.00 per infringement will be demanded, without prejudice to our right to claim compensation for actual damages.

Special provisions applicable to the use of the 'new car' module in 'My Arval'

If you and/or your employer have received a username and password from us authorising you to use the 'new car' module, then the following provisions apply in addition to the agreements concluded with Arval:

- Your username and password are strictly confidential. They must not under any circumstances be shared with or made available to third parties.
- Access to the module may be restricted for a period of time.
- The prices displayed in the module are given in euro and apply solely to vehicles registered in Belgium and having a Belgian registration plate.
- The prices displayed in the module are purely indicative and also apply without prejudice to price modifications. Price modifications may occur in compliance with the relevant provisions in the agreement concluded between us and our client.

We do not have any obligations in case of an order placed via the 'new car' module. The lease agreement between us and our client regarding the selected vehicle shall only apply once determined in the agreement between us and the client. The information in this module shall under no circumstances be considered a contractual offer.

3. Our intellectual property rights

We are the owner or holder of the rights in all of the elements contained in these websites, i.e. information, data, images, graphics, photos, soundtracks, etc. Full or partial reproduction, recording or forwarding of the contents of the websites through any medium or via any means is not allowed, unless we have explicitly given our prior permission.

The Arval brand and its partner brands, as well as the logos displayed on the websites, are registered trademarks. No full or partial reproduction of these brands or logos using elements from the websites may be made, unless the trademark owner has explicitly given prior permission.

4. Liability

Unless other provisions have been made in the agreements concluded with us, the liability regulations described below shall apply.

We shall try to ensure that the information available on our websites is as accurate and comprehensive as possible. We do not guarantee that this is the case and we accept no liability for the accuracy, reliability or completeness of the information on these websites.

We reserve the right to correct and/or modify the contents of this website at any time and without providing prior notification. Furthermore, we decline any liability in the event of any delay, error or omission as regards the contents of these pages, and in the event of any disruption or unavailability of the service.

We cannot be held liable for any decision made on the basis of information contained in these websites, nor for the use that third parties might make of it.

We cannot be held liable for matters outside our control or for any damages that may be caused to the user's technical environment, i.e. computers, software, network equipment and any other hardware used to gain access to or use the service and/or the information.

5. Hyperlinks – third party websites

The websites contain hyperlinks to third party websites, allowing access to websites which are not published by us. We cannot be held liable for the contents of such websites to which the internet user has access via the hyperlinks.

The inclusion of hyperlinks to other websites must first be approved by us.

Our data protection notice does not apply to third party websites which may be visited or accessible via hyperlinks. We advise you to consult the privacy policy of the websites in question. We are not liable for the processing of (personal) information which you may submit to third parties in this way.

6. Applicable law

The use of these websites is governed exclusively by Belgian law. Any disputes arising from or relating to the use of these websites shall be exclusively brought before the competent courts in Brussels.