



General conditions of the user

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These Terms of Use apply to all use of the MMBB App, portal and communication systems, managed and operated by MMBB bv (hereinafter also referred to as "we", "us" or "our"), established at Klein Vilvoordestraat No. 9 in 1830 Meerbeek, registered at the Crossroads Bank for Enterprises under number 0744 429 072.

These Terms of Use are also considered as general contractual conditions for Direct and Indirect Users, both for the use of the MMBB App, portal and Third Party Apps.

1. Définitions

App MMBB: the mobile app, portal or any interface we have developed that allows the User to access the Mobility Services offer.

Third Party App : third party mobile apps through which we offer mobility services to Direct and Indirect Users and where Direct Users' access to the app is managed and regulated solely by the relevant third party.

Users : Direct Users and Indirect Users. These are exclusively consumers within the meaning of the CDE ("any natural person who acts for purposes that do not fall within the scope of his commercial, industrial, craft or liberal activity"). The User is hereafter also referred to as "you" or "your". A User may combine the qualities of Direct User and Indirect User.

Direct Users: any User - whether an intermediary or not - who contracts with us directly to purchase mobility services through the MMBB App or through Third Party Apps.

Indirect Users: any User who is contractually bound (e.g. by an employment contract, independent collaboration, mandate, ...) with a Professional Client (the Employer) and who, as a result, has been regularly admitted to use the MMBB App and to purchase mobility services.

Professional Customer: the Business (i.e.: any person who is not a consumer as above) who contracts with us or another Professional Customer to acquire mobility services through us and/or to obtain or provide access to the MMBB App for/to one or more of the following categories of persons:

- for/to itself ;
- for/to the Indirect Users with whom they have a contractual relationship (this Professional Client has the capacity of Employer towards them);
- for/to other Professional Clients with whom they have a contractual relationship.

Professional credit: global credit for the acquisition of Mobility Services at the Professional Customer level.

Mobility credit: credit at the Indirect User level for the acquisition of Mobility Services provided by the Professional Customer to which the User is linked.



Private credit: credit charged personally by the Direct User for the acquisition of Mobility Services, under his own responsibility and in the context of a direct contractual relationship with us, and not through a Professional Customer.

Mobility Resource Provider (MRP) : the stakeholder who offers Mobility Services or Products on the market. For example those defined in the Belgian Federal Mobility Budget Act.

Mobility service or product: a mobility-related good or service provided by an MRP, which may consist of one or more of the following: public transport, parking services, rental or loan of means of transport, use of electric charging infrastructure, purchase of fuel, or other mobility-related goods or services as defined in the Belgian federal mobility budget law.

Employer: the Professional Customer who is contractually bound to us to give access, via our company, to the MMBB App to Indirect Users with whom he is contractually bound. The Employer grants a Mobility Credit to these Indirect Users as part of its own Professional Credit. The contractual relationship between the Employer and the Indirect User does not have to be an employment contract, but can also be an independent collaboration, a mandate or another form of contractual relationship.

2. Application

These Terms of Use apply to anyone who uses the MMBB App, Third Part Apps and the mobility services we offer.

Use in the sense of this article also includes the simple viewing of the MMBB App or the downloading of the MMBB App.

These Terms of Use also serve as General Terms and Conditions of Contract for Direct and Indirect Users, who accept them before they can make use of the MMBB App, Third Party Apps and Mobility Services.

3. Data transmission

The creation of a User account requires the transmission of certain personal data. The User shall ensure that this information is correct at all times. Each User is personally responsible for passing on any changes to this data, either by passing them on themselves in the MMBB App or in the Third Party App or, for Users who are unable to do so, by passing them on to the person who gave them access (the Professional Client or another User).

Professional Clients shall ensure that their own data and the data of the Users to whom they provide access are correct at all times.

Additional data may be requested from Users and Professional Clients at a later date, insofar as these are necessary or useful for the improvement of the services currently offered or for the extension of these services.

If we need to verify data already provided or request additional data on a User or a Professional Client for urgent or compelling reasons (e.g. detection of fraud, investigation following an incident or court decision, etc.), Users and Professional Clients undertake to cooperate fully without delay.



Personal data are processed by us in accordance with the privacy policy described below in these Terms of Use.

4. Offered Product and Services

MMBB bv makes the use of the MMBB App available to the Users. Via the MMBB App, with or without the use of a User ID, the User can obtain access to the Mobility Services mentioned as available in the MMBB App. The offer of the Mobility Services may vary beyond the control of MMBB bv.

The User acknowledges that such changes may result in the modification or termination of other obligations under this agreement.

Where the Mobility Services relate to products, the following provisions shall apply in particular:

- The risk is transferred upon delivery and ownership is only transferred upon full payment;
- The payment to MMBB bv is a discharge for the purchase of the products concerned.

In case of technical problems with the MMBB App, the User can contact us via e-mail at info@mmbb.be.

5. Third Party Apps usage

The User who purchases Mobility Services from MMBB bv via a Third Party App accepts this set of terms of use.

The payment is made in favor of MMBB bv via the Third Party app and is in full discharge of the purchase of the relevant Mobility Services. The ownership of the products is transferred upon full payment. The risk is transferred upon delivery.

The Direct User remains personally liable to Third Party App for payment of the order.

The ordering of Mobility Services via Third Party Apps is reserved for Direct Users and, if applicable, their related Family Members, and is not permitted for Professional Customers. Any person who uses a Third Party App to purchase Mobility Services is considered a consumer and is thus considered a Direct User or, if applicable, a related Family Member.

6. Personal use of the MMBB App

The MMBB App may only be used by the User who has received formal authorization to do so from an Employer or for whom, in the case of a Direct or Indirect User, formal authorization is derived from acceptance of these Terms of Use.

This authorization is personal and cannot be transferred.

The User must inform us immediately if he/she suspects that the MMBB App is being used by unauthorized third parties.

In order to prevent and combat such unauthorized actions, we reserve the right to monitor the use of the MMBB App and to suspend or withdraw any right of use or even to deny access to persons in



respect of whom there is a suspicion of unauthorized actions. Such suspicions may arise from a pattern of use of the MMBB App that is unusual or suggests abuse. We define the terms "unusual use" and "abuse" independently.

Such suspension, removal or denial of access shall not give rise to any right to compensation or reimbursement.

7. Correct use of the MMBB App

To the extent not expressly permitted by law, User shall not:

- reverse engineer or decompile the MMBB App in order to reproduce and/or translate its source code;
- remove or circumvent technical provisions designed to protect the MMBB App;
- copy, distribute, license or make derivative works of the MMBB App.

8. Terms and Conditions of Mobility Services and Contractual Relationship with the MRP

The provision of a Mobility Service via the MMBB App or via a Third Party App always implies the User's unreserved acceptance of all the Terms and Conditions that the MSP offering the Mobility Service applies to persons using this Mobility Service (hereinafter also: "MSP Terms and Conditions"). The User undertakes to comply strictly with the MSP Terms and Conditions, as well as to impose this obligation on persons using the relevant Mobility Service via the User's account. The User confirms that he has undertaken to comply with the MRP Terms and Conditions to the MSP from which he has obtained the right of use and confirms this undertaking. The User undertakes to comply strictly with the MRP Terms and Conditions and to impose this obligation on persons who use the relevant Mobility Service via the User. The User assumes responsibility for these persons.

For his part, the Professional Customer undertakes to, insofar as relevant, acquaint himself with the MRP Conditions and accepts them.

The acquisition of a Mobility Service may be subject to the separate and prior approval of the User by the MRP, or to the separate and prior acceptance of the MRP Terms. However, even in the absence of such terms, the User is presumed to have read and accepted the MRP Terms providing the Mobility Service prior to the acquisition of such Mobility Service.

The MRP Terms are determined and defined independently by the relevant MRP and are not our responsibility. The MRP Terms consist of any instructions, regulations, general or specific provisions that the relevant MRP applies and communicates, in any form and in any way: by posting them, publishing them online, publishing them or communicating them in any other way, even orally, and in any national language. This may include requirements that apply generally or only to certain groups or even at the individual level. This also includes all regulations imposed by the public authorities on persons using the Mobility Service concerned.



The User and the Professional Customer accept and acknowledge that MRP has the right to unilaterally modify the Conditions of the Mobility Services.

9. Prices

When a Mobility Service is purchased, via the MMBB App or via a Third Party App, a credit check is performed by us; in other words, we verify that sufficient credit is available to make that reimbursement and pay for the validity check service for that request.

For example, when a User makes a request for reimbursement for a Mobility Service or product that they paid for themselves, we verify that sufficient credit is available to reimburse the requested Mobility Service and pay for the validity check service for that request.

The tariffs for the Mobility Services of MMBB bv are communicated in the MMBB App or in the Third Party App and are deemed to be known and accepted by simply using this App. These tariffs are understood to include VAT.

A service fee may be charged for the purchase of Mobility Services. In this case, these fees must be clearly indicated separately from the cost of the Mobility Services during the ordering process, prior to the actual order.

10. Duration

The duration of the Indirect User's right of use is defined by the contractual relationship between us and the Employer and/or the Professional Customer(s) in the chain through which the User has access. The Professional Customer(s) concerned is/are solely responsible for the provision, suspension and termination of such access; MMBB bv can therefore in no way be held liable in this respect.

The duration of the contract between us and the Direct User who uses the MMBB App is indefinite. Both parties can terminate this contract with immediate effect and without any justification (for the Direct User, this function is provided for in the MMBB App), without giving any right to compensation for the sole fact of the termination of the contract. If the contract is terminated by us, the Direct User will still be able to use the Mobility Services already ordered by him/her, unless the cause of the termination of the contract is gross negligence on the part of the Direct User that reasonably justifies our immediate termination of the service.

We always reserve the right to suspend or terminate our services in whole or in part in the event of abuse or suspected abuse by the User. Such suspension or termination does not require any prior warning or notice of default.

11. Responsibility

1. Using the MMBB App

The MMBB App is available as it exists in its current state and should only be used for the purposes expressly stated. These purposes are general and do not focus on any personal or individual situation or quality.



The use of the MMBB App is exclusively at one's own risk.

We strive to ensure that the MMBB App is usable with mobile device operating systems equipped with iOS or Android. However, we can never guarantee operation for all versions or for new versions, nor can we guarantee continued support for older versions. The hardware requirements for using the MMBB App may vary depending on the development of the software. MMBB bv can never be held responsible for the suitability of a User's mobile device or operating system with the MMBB App at any time.

2. Mobility services

We assume no responsibility for the provision or performance of the Mobility Services by MRPs. MMBB bv is not involved in the execution of the Mobility Services by the MRPs and cannot be held responsible for any act or failure of an MRP.

Any complaints regarding the provision or execution of Mobility Services to the User must be addressed to the MRP by the User himself. All related claims are, to the extent necessary, transferred to the User upon purchase of the Mobility Services.

3. Identifiers

To the extent that an Identifier is requested for the use of Mobility Services, such Identifier, its operation and availability are the sole responsibility of the issuer of such Identifier, and in no event our responsibility.

4. Informations

Although we make every effort to ensure that the information provided is complete, accurate and up-to-date, errors may occur. If the information provided contains errors, or if certain information is unavailable, we will try to correct them as soon as possible. If you notice any errors, you may contact us via our contact details as set out in these Terms of Use.

5. Availability

We make every reasonable effort to ensure that the MMBB App is available and secure and to limit any inconvenience caused by technical errors as much as possible. However, we cannot exclude the possibility of disruptions or periods of unavailability, whether or not caused by third parties. For this reason, uninterrupted access cannot be guaranteed.

6. Limitation of liability

Neither we nor our employees, agents, collaborators, directors, representatives, business partners, freelancers, servants or assigns shall be liable for consequential damages (such as, but not limited to, loss of time, emotional loss, loss of opportunity, loss of goodwill, business damage, loss of data, loss of profit, etc.), whether in contract or in tort.

Nothing in these Terms of Use shall exclude our liability in the event of wilful misconduct, gross negligence or proven deception. Insofar as the possibility of excluding or limiting liability under the applicable law in a specific case is limited, the application of this article is limited to the limitation or



exclusion of the maximum permissible liability under the applicable law, without invalidating or rendering invalid the entire article.

12. Force majeure

We are not liable for force majeure, i.e., situations that make it extremely difficult (or costly) to fulfill our obligations.

Force majeure includes, but is not limited to: acts of God, riots, war and military operations, acts of terrorism, national or local emergencies, acts or omissions of governmental authorities, economic disputes of any kind, labor actions, fires, telecommunications failures, software or hardware failures of third parties, floods, lightning, explosions, collapses, epidemics, as well as any act or omission of a person or entity beyond our reasonable control.

13. Respect for privacy

We value your privacy and always act in accordance with the provisions of Belgian and European law (the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data and the European Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data) in this respect.

The collection and processing of personal data is necessary for the User to use the MMBB App. The lawfulness of the processing of personal data is therefore based on the need to perform the contract to which the data subject is party. Failure to provide correct data makes it impossible to use the MMBB App.

1. Types of personal data collected

Les données suivantes, entre autres, peuvent être collectées via l'App MMBB ou via des Third Party Apps :

Nom, langue, sexe, adresse, numéro de téléphone mobile, date de naissance, données professionnelles, adresse électronique, identification utilisateur, informations liées à l'Identifiant comme par ex. le numéro d'immatriculation, les numéros des Identifiants (tels que les numéros de carte MOBIB ou le numéro de la carte de carburant), les tickets et preuves de paiements de services ou produits de mobilités effectués par des MRP.

Des données complémentaires peuvent être demandées à l'Utilisateur pour permettre à MMBB bv de réaliser les services demandés si la police de mobilité ou la loi l'exige.

2. Purposes of collecting personal data

We use the data we collect via all of our services in order to provide you with our Mobility Services, to transmit the requested information and data to the Professional Customer and, in general, to carry out all that is necessary to conclude and execute contracts.

The data collected is used in particular for the financial processing of the use of the MMBB App and Third Party Apps, as well as for the maintenance of the agreement on these Terms of Use.

The data collected may be used to settle claims or violations of these Terms of Use.



It may also be passed on to the Professional Client who grants the Indirect User access to the MMBB App, insofar as this Professional Client does not yet have this data and only in accordance with the contractual commitments we have with Professional Clients.

The data collected is also used to maintain, secure and improve our services.

The data collected may also be stored anonymously, processed and reused with respect to the MRP Providers whose Mobility Services we offer, in order to further improve this mode of operation.

3. Stakeholders with access to personal data

Subject to the exceptions mentioned below, the personal data obtained will not be passed on to third parties. However, MMBB bv reserves the right to hand over personal data to the competent authorities at their express request.

We may pass on the collected data to our Professional Client, and to parties contractually bound to our Professional Client regarding Indirect Users who use, directly or indirectly, the MMBB App via this client.

The data may be further processed by us or by companies with which we are contractually bound. These companies only have access to the data that is strictly necessary for the performance of their task. We ensure that the data is processed in a country within the European Economic Area (EEA).

4. User rights & contact information

You can, by simple email to DPO@mmbb.be receive a report of your personal data stored at MMBB bv and, if necessary and authorized, correct them.

When you no longer have access to the application, you have the right to request, free of charge, what personal data we have and to have this data corrected, free of charge, if necessary. You may exercise this right by contacting us at the contact details given above, provided you can satisfactorily identify yourself.

The user also has the right to transfer this information to another data controller.

5. Deletion of data and the right to restrict processing

When the contract between us and the Professional Customer who gave the Indirect User access to the MMBB App is terminated, the personal data of the relevant User will be deleted within one year after the termination.

An exception is made for purely accounting documents with a retention period of 7 years in which the names of persons may be mentioned.

The User also has the right to request the limitation of the processing if one of the following conditions applies:

(a) the accuracy of the personal data is disputed by the User for a period that allows us to verify the accuracy of the data.



(b) the processing is unlawful and the User objects to the deletion of the personal data and instead requests us to restrict their use and

(c) we no longer need the personal data for processing purposes, but the user needs it for the establishment, exercise or justification of a legal claim.

When, except for the above case, the User himself/herself no longer uses the MMBB App, he/she can request us to delete his/her data, and this by simple email to DPO@mmbb.be. This will be followed by an identity verification process.

We reserve the right to refuse such a request as long as the retention of the data is necessary for the performance of any contract to which the User is or was a party.

6. Storage period

The period during which the personal data is kept runs until the deletion of such data as provided for in the above paragraph.

7. Right to complain

Every user has the right under the European Data Protection Regulation to lodge a complaint with the supervisory authority, namely the Data Protection Authority, whose contact details can be found at www.autoriteprotectiondonnees.be.

14. Intellectual Property

All intellectual property rights, including copyright, trademarks, logos, software, databases, source code, HTML code, models, designs, patents and the like, whether registered or unregistered, as well as rights to the "look and feel" of the MMBB App, color schemes, layout and all graphical elements (all of the foregoing being referred to as the "Protected Content"), are worldwide owned by us or by our customers, our customers' customers, our suppliers or Professional Customers.

This applies to all information referred to on the MMBB App and to all information provided in digital or any other form.

Unless explicitly stated otherwise, none of the protected content may be copied, reproduced, adapted, shared, transferred, (re)published, displayed, produced or presented for commercial purposes without our express written consent.

Unless explicitly stated otherwise, our service offering is never intended to transfer, make available or license any intellectual property rights, in whole or in part.

15. Miscellaneous

The invalidity of any provision of these terms and conditions shall not invalidate the whole.

We reserve the right to change these Terms of Use. Any changes will be effective immediately and may be communicated to Users, at our discretion, via a posting in the MMBB App or Third Party App, a communication on the MMBB App or Third Party App, or in any other manner capable of bringing the change to the attention of the User. Each User agrees to regularly review the information on the



MMBB App or Third Party App and to check for changes to these Terms of Use. In the event of a change, continued use of the MMBB App, the Third Party App or the Mobility Services shall constitute acceptance of the changes to the Terms of Use.

Only Belgian law shall apply and any dispute shall fall under the jurisdiction of the competent court for our registered office.