

Terms of use

1. WEBSITE OPERATOR: BELGIAN MOBILE WALLET NV/SA

- 1.1. The website <http://www.itsme.be> (hereafter the 'Website') is operated by Belgian Mobile Wallet SA/NV, whose seat is registered¹ at Place Sainte-Gudule 5, 1000 Brussels, Belgium, under the number 0541.659.084 (hereafter 'Belgian Mobile ID', 'we' or 'us').
- 1.2. Belgian Mobile ID is developing mobile identity services, which will enable smartphone users to, via the Mobile ID Application, register with, log in and/or approve transactions with, websites and mobile applications (hereafter Mobile ID App).
- 1.3. These Terms of Use (hereafter the 'Terms of Use') are directed at all public users of the Website (hereafter 'the Visitor' or 'you').

2. THE WEBSITE'S CONTENT

- 2.1. The Website, including any information, graphics, aesthetic, technical, and/or other effect, is aimed at informing you of all developments linked to the Mobile ID App and/or Belgian Mobile ID's products and/or services (hereafter the 'Content').
- 2.2. Belgian Mobile ID has the right to adapt or otherwise modify the Content at its sole discretion and without previous notice.
- 2.3. Belgian Mobile ID will use all reasonable efforts to keep the Content up to date and correct. However, not all information may be current or complete. Belgian Mobile ID does not guarantee the accuracy of the Content.
- 2.4. Any examples that are referred to in the Content are purely illustrative. We do our best to ensure that they accurately reflect Belgian Mobile ID products and services. However, products and services may differ in practice.

3. RESTRICTIONS ON USE

- 3.1. The Website is made publicly and freely available to all Visitors. You agree to use the Website and the Content solely for lawful purposes. The Content may only be used for non-commercial and private purposes.
- 3.2. Any use of the Website is only authorized in accordance with these Terms of Use and our Privacy and Cookies Policies. We advise you to read these Policies before accessing the Website.
- 3.3. By accessing the Website you acknowledge having been informed of and explicitly agree to these Terms of Use as well as the Privacy and Cookies Policies. Should you disagree with these Terms of Use or Policies you are kindly requested to leave the Website.
- 3.4. You may not, knowingly or unknowingly, use any harmful software or introduce any harmful programs or files (i.e. a virus) to access the Website, distort the Content, or disrupt services. You will exercise reasonable care to avoid and prevent any of the foregoing. You may not distort, modify or otherwise manipulate the Website or Content in any manner whatsoever.

¹ With the appropriate Belgian authorities: The Crossroads Database of Undertakings (Banque-Carrefour des Entreprises/Kruispuntbank van Ondernemingen).

4. HYPERLINKS

- 4.1. Unless otherwise specified, should you wish to include a link to the Website from another website (for example a blog of your own), you must first request permission from Belgian Mobile ID to do so. Any permission so granted can be revoked at any time at Belgian Mobile ID's discretion.
- 4.2. Belgian Mobile ID bears no liability in connection to the third party websites and does not condone any content made available through them. The content of any third party websites is the exclusive liability of those third party operators.
- 4.3. Belgian Mobile ID will erase any links to third party websites, which to Belgian Mobile ID's knowledge, make illegal content available or carry out any type of illegal activity.

5. INTELLECTUAL PROPERTY

- 5.1. The text, layout, illustrations on the Website or any other Content are protected by Belgian Mobile ID's copyright, trademark, or other rights (intellectual property and other). All Content is Belgian Mobile ID's exclusive property or has been validly licensed to Belgian Mobile ID. Thus, all Content remains Belgian Mobile ID's property even once downloaded.
- 5.2. Unless otherwise specified, information (textual or numeric) may be used freely so long as it is correctly referenced (i.e. Belgian Mobile ID is mentioned as the source) and only for non-commercial and non-advertising purposes (i.e. scientific, educational, or purely private ends). However, any use of other aspects of Content, such as the images, sound or layout, is strictly prohibited without Belgian Mobile ID's prior written approval.

6. EXCLUSION AND LIMITATION OF LIABILITY

- 6.1. To the extent permitted by law, Belgian Mobile ID will not be held liable for any damage that may result directly or indirectly from using the Website.
- 6.2. The use of any information obtained from or through the Website is done at your own risk. To the extent permitted by law, Belgian Mobile ID declines any liability relative to decisions made on the basis of information obtained from or through the Website.
- 6.3. Belgian Mobile ID does not guarantee the Website's effective operation and functional performance. To the extent permitted by law, Belgian Mobile ID declines all liability in the case of any defect or unavailability, or in the case of any other direct or indirect damage that may arise in connection to accessing or using the Website. Belgian Mobile ID is not liable for any damage owing to any service interruptions, technical errors, viruses or any other factors beyond Belgian Mobile ID's control.

7. PRIVACY POLICY

Belgian Mobile ID may process your personal data as agreed and described in its Privacy Policy. Any data protection enquiries can be made to privacy@itsme.be or through written request to our offices (see below "contact us").

8. COOKIE POLICY

The Website uses a certain number of Cookies, as described in our Cookies Policy.

9. CHANGES TO TERMS OF USE

Belgian Mobile ID reserves the right, at its sole discretion, to amend, complete or otherwise modify these Terms of Use at any time and without notice.

10. SEVERABILITY

Should any provision of these Terms of Use be found invalid and/or unenforceable, for any reasons whatsoever, the remaining provisions of these Terms of Use will remain valid and enforceable as if the invalidated provision had not been included therein. The invalidated provision will be replaced with a provision that adequately reflects the parties' initial intention.

11. NON-WAIVER

Any activity or behaviour contrary to these Terms of Use or Belgian Mobile ID's failure to enforce them can never be deemed a waiver of Belgian Mobile ID's rights under said Terms of Use.

12. APPLICABLE LAW AND JURISDICTION

- 12.1. By accessing the Website you agree to these Terms of Use, and further accepts the application of Belgian law.
- 12.2. Any dispute arising in connection to these Terms of Use and/or the Website is the exclusive jurisdiction of the Brussels District Courts.
- 12.3. The law of your habitual residence may always apply, provided that Belgian Mobile ID pursues or directs its relevant commercial or professional activities there. It may further be possible to apply a country's mandatory provisions, the respect for which is regarded as crucial for safeguarding its public interests.

13. CONTACT US

To contact us for any requests mentioned here above or for further information pertaining to the Website, please write to us on our contact form on www.itsme.be or at the following address:

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