



4411

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Company number 0881.959.533

VAT BE881959533 / NL824151732B01

These terms of use (hereinafter "**Terms of Use**") apply between you and Be-Mobile NV if you use our Services via SMS, our mobile application 4411 or our Website (www.4411.io) or through one of our Third Parties.

By using our services or registering you accept these Terms of Use. The Terms of Use are always available via our mobile application 4411 or our Website (www.4411.io). For more information about changing these Terms of Use, see article 16 of these Terms of Use.

You can download and print this document.

1. Definitions

The definitions used in these Terms of Use have the following meaning:

- 1.1. **ANPR low emission zone:** a low emission zone equipped with ANPR (Automatic Number Plate Recognition) cameras for automatically initiating and ending a toll session via license plate recognition.
- 1.2. **ANPR parking:** a parking that is equipped with ANPR (Automatic Number Plate Recognition) cameras for automatically initiating and ending a parking session via license plate recognition.
- 1.3. **ANPR toll road:** A toll road equipped with ANPR (Automatic Number Plate Recognition) cameras for automatically initiating and ending a toll session via license plate recognition.

- 1.4. **Be-Mobile:** Be-Mobile NV, with registered office at Kardinaal Mercierlaan 1A, 9090 Melle and company number 0881.959.533, which provides services to End-users and Pro-users.
- 1.5. **Third Party:** an organization with which Be-Mobile cooperates and which has integrated the 4411 Mobile application or 4411 functionalities into its own application and / or website and / or dashboard.
- 1.6. **Services:** the services provided by Be-Mobile to End Users that initiate, terminate and pay for a Partner Service as described in Article 5 of these Terms of Use.
- 1.7. **Easy account:** the account of an End-User
- 1.8. **End user:** the individual user who uses Be-Mobile Services via SMS, the Mobile application 4411, the Website or via one of the Third Parties.
- 1.9. **Linked Person:** an individual user (for example an employee, employee or other person) whose telephone number and / or license plate number is linked to a Pro account.
- 1.10. **Mobile application 4411:** the mobile application “4411”, made available by Be-Mobile via the Apple App Store and the Google Play Store. The Mobile application 4411 can also be integrated in Third-Party applications.
- 1.11. **Mobile network:** the mobile network of the operator to which the End User is connected.
- 1.12. **Mobile Network Invoice:** the invoice of the Mobile Network operator payable by the End User or Pro User.
- 1.13. **Partner:** an affiliated city, municipality, parking garage and / or mobility service with which Be-Mobile cooperates and which makes the use of the Services possible through Partner Services.
- 1.14. **Partner services:** the original services provided to a Be-Mobile End User by a Partner, which may in particular consist of:
 - a) parking,
 - b) toll,
 - c) fuel,
 - d) electrical vehicle charging,
 - e) public transport;
 - f) shared mobility.
- 1.15. **Pro account: the account of a Pro user.**
- 1.16. **Pro services:** the services provided by Be-Mobile to Pro users as described in articles 5 and 6 of these Terms of Use.
- 1.17. **Pro-user:** the professional user - a natural person or a legal person - who uses Be-Mobile Pro services.

- 1.18. **Registration:** the registration of the End User or Pro User as defined in Article 7 of these Terms of Use.
- 1.19. **Session:** the period between initiating and terminating the Partner Services:
 - a) In the case of parking ("Parking session"),
 - b) In the event of entering a toll road or low emission zone ("Toll Session"),
 - c) In the case of fueling and electrical vehicle charging ("Charging session"),
 - d) In the case of public transport and shared mobility ("M-ticketing session").
- 1.20. **Session costs:** the costs that Be-Mobile charges for the use of a Partner service for one Session.
- 1.21. **SMS:** the SMS that is sent or received by the End User in the context of a Session.
- 1.22. **Transaction costs:** the costs that Be-Mobile charges for the use of the Services.
- 1.23. **Website:** the website accessible via www.4411.io, including all subdomains and subpages thereof, or another domain name that refers to this website.

2. Service providers

- 2.1. The Services and Pro Services are offered and provided by Be-Mobile.
- 2.2. The Partner Services are exclusively offered and provided by the Partners.

3. Language

- 3.1. The language of these Terms of Use and of the correspondence between the End User or Pro User and Be-Mobile shall be Dutch, French or English. The language of the mobile application 4411 or the Website can be set by the End User or Pro User himself.

4. Right of withdrawal

- 4.1. The End User or Pro User understands and accepts that Be-Mobile will start providing digital services immediately after the start of the download process of the mobile application 4411 or after the registration.
- 4.2. The End User expressly accepts that he or she waives the right of withdrawal within the meaning of Article VI.73, 13° of the Belgian Code of Economic Law as soon as he or she downloads the 4411 mobile application or registers. The End User may, however, remove the mobile application 4411 from his or her device and the End User may remove his or her account via the Website or have it removed by contacting the helpdesk.

5. Our Services

5.1. General

- 5.1.1. Our Services are aimed at End Users who may or may not wish to initiate a Session after Registration. In this case, it is the End User who is responsible for the payment of this Session as stipulated in articles 12 and 13 of these Terms of Use, unless otherwise stipulated in articles 13.2 and 15.4 of these Terms of Use.
- 5.1.2. The Services offered by Be-Mobile to the End User include initiating, terminating and paying for a Session. However, the use of certain Services may be subject to acceptance of additional terms and conditions from Partners.
- 5.1.3. The availability of the Services depends on your location. For an overview of the available Services at your location, consult your Mobile application 4411.
- 5.1.4. More information about the operation of our Services can be found at www.4411.io.

5.2. Initiation and termination

- 5.2.1. A Session is considered a formal transaction for which the End User or Pro User is subject to a payment obligation as soon as the Session is initiated. If the End User activates the service that confirms the start and end of a Session, the confirmation message received is also sufficient proof that the transaction has been formally concluded.
- 5.2.2. A Session is manually initiated and terminated by the End User, unless otherwise provided below.
- 5.2.3. A Session can have a fixed or maximum duration.
 - a) Fixed duration: if the Session has a fixed duration, the Session cannot be terminated early and the Session is automatically terminated upon reaching the end of the fixed duration.
 - b) Maximum duration: if the Session has a maximum duration, the Session can be terminated manually early, but the Session is automatically terminated upon reaching the maximum duration.
- 5.2.4. The manual initiation or termination of a Session is carried out in one of the following ways:
 - a) via SMS (to a given number with a specific message),
 - b) via the Mobile application 4411 or the application of a Third Party, or
 - c) via the Website.

5.2.5. The automatic initiation and termination of a Session is done through means that register the setting of a certain action and equate it with the automatic initiation of a Session. This automatic initiation and termination are:

- a) optional,
- b) only possible in an ANPR low emission zone, ANPR parking or ANPR toll road,
- c) only possible with the consent of the End User.

The End User can always withdraw his or her consent via the Mobile application 4411 or via the Website. An automatically initiated session is also automatically terminated.

5.2.6. An initiated Session constitutes an active Session until it is terminated. An End User can have multiple active Sessions at the same time (e.g. a Parking Session and a Charging Session). An active Session can be accessed via the Mobile application 4411 or via the Website, regardless of how the Session was initiated (manually or automatically).

5.2.7. The available ways to initiate or end a Session may differ:

- a) depending on whether it is a parking session, a toll session, a charging session or an M-ticketing session,
- b) depending on whether it is an ANPR low emission zone, ANPR parking or ANPR toll road,
- c) depending on whether or not the End User is registered. For initiating and ending a Session via SMS, there is no mandatory registration for End Users who use the Mobile network of a mobile operator specified in Appendix 1 of these Terms of Use.

5.2.8. If an End User cannot terminate a particular Session due to a technical problem (e.g. concerning the mobile network), the End User must terminate the Session by contacting the help desk via telephone or via e-mail or via the contact form on the Website.

5.3. Parking session

5.3.1. When parking the Partners (for parking on public roads or for parking places or garages operated by companies) strive to make the services of Be-Mobile visible in a visible place (for example by means of a sticker on the parking machine or in the parking garage).

5.3.2. When initiating a Parking Session manually via the Mobile application 4411 or the Website, the Session is immediately started and terminated when the End User terminates the Parking Session via the Mobile application 4411 or the Website, unless otherwise specified in these Terms of Use (e.g. at a fixed or maximum duration).

5.3.3. When manually initiating a Parking Session via SMS (to 4411), the Session is started at the moment of receipt of the request from the End User via SMS by the system of Be-Mobile and terminated at the moment of receipt of the request from the End-user via SMS (to 4411) through the system of Be-Mobile, unless otherwise specified in these Terms of Use (e.g. with a fixed or maximum duration).

5.3.4. If the End User has activated automatic initiation and termination, the Parking Session in an ANPR parking garage will be started automatically upon entering the car at the time of registration of the license plate and will be terminated upon leaving the car at the time of registering the same license plate, unless otherwise specified in these Terms of Use (e.g. with

a fixed or maximum duration or amount). The End User will be able to recognize an ANPR parking garage by the sign when entering.

5.4. Toll session

5.4.1. The End User must consult Mobile Application 4411 to know if the option to enter a low-emission zone or toll road is available. Be-Mobile strives to make this option known by means of a sign in a visible place but does not guarantee this indication.

5.4.2. When initiating a Toll Session manually via the Mobile Application 4411 or the Website, the Session is immediately started and terminated as soon as the End User terminates the Toll Session via the Mobile Application 4411 or the Website, unless otherwise specified in these Terms of Use.

5.4.3. If the End User has activated automatic initiation and termination, the Toll Session in an ANPR low emission zone will be started automatically upon entering the license plate at the time of registration and terminated at the time the maximum duration (determined by the Partner) of the Session has expired. The End User will be able to recognize an ANPR low emission zone by the sign when entering.

5.4.4. If the End User has activated automatic initiation and termination, the Toll Session on an ANPR toll road will be started automatically at the time of entering the license plate and terminated at the time of exit when registering the same license plate, unless otherwise specified in these Terms of Use (e.g. with a fixed or maximum duration or amount). The End User will be able to recognize an ANPR toll road by the sign when entering.

5.5. Charging session

5.5.1. The End User must consult the Mobile application 4411 to know if the option of refueling or electric charging is available. Be-Mobile strives to make this option known by means of a sign in a visible place (for example on the fuel pump, the payment terminal or the charging station), but does not guarantee this indication.

5.5.2. When initiating a Charging Session manually via the Mobile Application 4411 or the Website, the Session is immediately started and terminated when the End User terminates the Charging Session via the Mobile Application 4411 or the Website, unless otherwise specified in these Terms of Use (e.g. by physically stopping loading and / or with a fixed or maximum duration or amount).

5.5.3. When manually initiating a Charging Session via SMS (to 4242), the Session is started at the time of receiving the request by SMS from the End User by our system and terminated at the time of receiving the request from the End User via SMS (to 4242) by our system, unless otherwise specified in these Terms of Use (e.g. with a fixed or maximum duration).

5.6. M-ticketing session

5.6.1. For M-ticketing Partners can be found in the mobile application 4411 or on the Website.

- 5.6.2. When initiating an M-ticketing session via the mobile application 4411, the Session is immediately started and terminated at the moment that the fixed duration (determined by the Partner) of the Session has expired.
- 5.6.3. When initiating an M-ticketing session, it is the Partner's confirmation that entitles Be-Mobile to invoice this Session.

6. Our Pro services

- 6.1. Our Pro services are aimed at Pro users who wish to bear the cost of initiating a Session by their Linked persons (employees or staff-members. In this case, it is the Pro User who is responsible for the payment of this Session as stipulated in articles 12 and 13 of these Terms of Use, unless otherwise stipulated in articles 13.2 and 15.4 of these Terms of Use.
- 6.2. The Pro Services offered by Be-Mobile to the Pro User imply that the Pro User receives an overview (and monthly invoices) via the Website of the use of our Services by their Linked persons, employees or staff-members as End User.
- 6.3. For more information on how our Pro services work, please visit www.4411.be/en/professionals/.
- 6.4. In certain cases, Be-Mobile may make the provision of Pro services subject to additional conditions that supplement these Terms of Use.

7. Registration

7.1. Registration of End Users

- 7.1.1. End users who use the Mobile network of a mobile operator specified in Appendix 1 of these Terms of Use are not required to register in order to use certain Services as defined in Article 5 of these Terms of Use. In that case our Services will be invoiced automatically via the Mobile operator invoice.
- 7.1.2. End users who do not use the Mobile network of a mobile operator listed in Appendix 1 of these Terms of Use or who do not use a Belgian mobile number are required to register in order to use our Services.
- 7.1.3. End users who are linked by a Pro user are informed of this link by SMS, regardless of the Mobile network. The End User can always oppose this link by contacting the Pro user directly or by contacting our help desk.
- 7.1.4. When registering, the End User must at least provide and confirm a supported mobile phone number.
- 7.1.5. After registration, the End User can add or change the following data in his or her Easy account:
 - a) Name (required)

- b) Address (required)
- c) Place of residence (required)
- d) Email address (required)
- e) Language
- f) Payment and billing information
- g) Linked cars and associated license plate and name
- h) Linked telephone number (required) and corresponding name
- i) Activated Services

7.1.6. An End User will be considered as validly registered when the registration process has been completed.

7.2. Registration of Pro users

7.2.1. To use our Pro services, a Pro user must register. An End User with an Easy account can also register as a Pro user to also be able to use our Pro services and to keep business and private matters separate.

7.2.2. At registration, the Pro user must provide at least the following information:

- a) Company information
- b) Name of the contact person
- c) Telephone number of the contact person
- d) Email address of the contact person
- e) Correspondence address
- f) Billing address (if different)
- g) Language
- h) Activated Services

7.2.3. A Pro user is considered validly registered when the registration process has been fully completed.

7.2.4. After registering, the Pro user can add or change the following data without obligation in his or her Pro account:

- a) Company information
- b) Name of the contact person
- c) Telephone number of the contact person
- d) Email address of the contact person
- e) Correspondence address
- f) Billing address (if different)
- g) Language
- h) Payment and billing information
- i) Coupled cars and associated license plate and name
- j) Linked telephone numbers and corresponding name
- k) Activated Services

8. Obligations of the End User and Pro User

8.1. General

- 8.1.1. The End User and Pro User must at all times comply with the applicable rules and conditions of Partners.
- 8.1.2. The End User or Pro-user must provide correct and up-to-date information when registering and must update this information if this information would change after registration.
- 8.1.3. The End User or Pro User must protect and secure the login details, such as the password, that give access to his or her account. The disclosure of login data to third parties is prohibited.
- 8.1.4. The End User or Pro-user is responsible for the security of the device on which the mobile application 4411 is installed or of the device on which the End User or Pro-user consults the Website. Be-Mobile advises the End User or Pro-user to take appropriate measures to protect the device (e.g. by means of a password, PIN or fingerprint). Be-Mobile also advises the End User or Pro User to update the operating system of the device with the latest security updates.
- 8.1.5. The End User or Pro User must pay for the Services or Pro Services as stipulated in Articles 12 and 13 of these Terms of Use.
- 8.1.6. The End User or Pro User guarantees that the holder of the license plate number he or she associates with his or her Easy account or Pro account agrees to this.
- 8.1.7. The End User or Pro User guarantees that the holder of the telephone number that he or she associates with his or her Easy account or Pro account agrees to this.
- 8.1.8. The End User or Pro-user must refrain from any action aimed at circumventing, limiting or influencing the obligations arising from these Terms of Use.
- 8.2. Specific obligations of the End User
 - 8.2.1. The End User is responsible for the correct use and proper functioning of the device or mobile phone used when initiating a Session. In the case of initiation by SMS, the End User is responsible for the accuracy of the SMS sent (e.g. for entering the correct license plate number). In the event of a technically unreadable SMS, the End User will receive an error message. In the event of an error in the SMS sent, that is technically readable (e.g. a readable SMS but with an incorrect license plate number), the Partner may consider this as non-payment of a ticket.
 - 8.2.2. The End User is responsible for manually initiating and terminating a Session as stipulated in articles 5.2, 5.3, 5.4 and 5.5 of these Terms of Use.
 - 8.2.3. In the event of loss or theft of the device or mobile phone during a Session, the End User is responsible for terminating the Session by calling 078 05 44 11. However, the Selling and Transaction costs remain due.
- 8.3. Specific obligations of the Pro-user

- 8.3.1. The Pro-user is obliged to comply at all times with the applicable laws and regulations (e.g. fiscal, social, accounting, company law obligations and obligations regarding data protection law) if he or she has a license plate number, telephone number, name or other data of a person links to his or her Pro account. The Pro user undertakes to at least:
- (a) establish an adequate data protection policy, and
 - b) informing Linked Persons in a transparent manner, and
 - c) only to connect a person with whom he or she has a professional relationship and to disconnect him or her if that professional relationship is terminated by one of them or if he or she opposes this association, and
 - d) to handle requests from Linked Persons regarding access, rectification, data erasure, restriction, transferability of personal data and objections to the processing of personal data at least within one month after receipt; and
 - (e) keep an up-to-date register of processing activities; and
 - (f) take appropriate technical and organizational security measures, and
 - g) answer questions from Linked Persons regarding our Services within a reasonable period of time.
- 8.3.2. In the case of split invoicing, the Pro-user shall be obliged to inform his employee or staff-member of the time intervals and the operation of split invoicing as stipulated in Article 13.2 of these Terms of Use.
- 8.3.3. If the agreement between the Pro User and Be-Mobile is terminated, regardless of who terminates the agreement and regardless of the reason for termination, or if the Pro User no longer wishes to bear the costs of a particular End User, the Pro User will be obliged to inform its employee or staff-member as End User of such termination and the consequences thereof for the End User (as provided for in Article 15.4 of these Terms of Use).

9. Processing of your personal data

- 9.1. The personal data with regard to the End User or Pro User is treated in strict confidence and in accordance with the applicable laws and regulations regarding the processing of personal data. The way in which Be-Mobile processes personal data of End users or Pro users is described in detail in our [privacy](#) and [cookies](#) policy. The processing agreement that forms part of the [privacy](#) web page applies to Pro users with a Pro account who are not natural persons and to the extent that Be-Mobile acts as a processor of personal data on the instructions of the Pro user and no explicit other agreements between Be-Mobile and the Pro user were made.
- 9.2. Be-Mobile may provide personal data of End Users or Pro Users to a Partner with a view to providing the Partner Service and checking compliance with the terms and conditions of this Partner. As soon as these personal details are provided by Be-Mobile to a Partner, they are processed under the responsibility of this Partner.
- 9.3. Personal data that is directly collected by the Partner is processed under the responsibility of this Partner.
- 9.4. The Partner's privacy policy applies to Partner Services. Be-Mobile advises End users and Pro users to consult the applicable privacy policy before using a Partner service.

10. Links and conditions of Partners and Third Parties

- 10.1. An overview of our Partners can always be viewed on www.4411.io, Partners menu.
- 10.2. The use of Partner services is subject to the terms and conditions and privacy statement of the relevant Partner. Without prejudice to proof to the contrary by the End User, the End User is deemed to have taken note of the Partner's own terms and conditions and to have accepted them in full when using Partner Services.
- 10.3. Be-Mobile does not act as an intermediary and does not mediate between the End User and our Partners. The End User contracts directly with our Partner when using Partner Services.
- 10.4. Be-Mobile gives no guarantees regarding the suitability for a specific purpose of Partner services, nor does Be-Mobile bear any responsibility for the Partner services or information about them.
- 10.5. Our Services can also be integrated into Third Party applications. Be-Mobile advises users of these applications to consult the applicable conditions of use before using these applications.

11. Intellectual property

- 11.1. Be-Mobile or its licensors are and remain the holders of all intellectual property rights relating to the mobile application 4411 and the Website. Be-Mobile grants the End User or Pro-user a non-exclusive, non-transferable and non-sublicensable right of use on the mobile application 4411 and the Website for the duration of the use of the Services.

12. Payment

12.1. General

- 12.1.1. The End User and Pro User acknowledge and accept that initiating a Session as described in these Terms of Use entails a payment obligation.
- 12.1.2. For each Session initiated by an End User or Pro User, Be-Mobile or its payment service provider has the right to immediately collect both the Session Fee and the Transaction Fee via the chosen payment method.

12.2. Session and Transaction costs

- 12.2.1. The Session Cost is determined exclusively by the Partner and may be an amount per Session or may depend on the duration of the Session (e.g. per hour started). The Session Cost is determined by the Partner, may vary by geographical area and is applied in a visible place (such as on the parking meter or charging station).
- 12.2.2. The Transaction Cost is determined exclusively by Be-Mobile and is an amount per Session. The Transaction Cost may vary according to the way in which the End User initiates a Session. See Appendix 2 to these Terms of Use for the applicable Transaction Fees per mode of initiation.

- 12.2.3. When initiating a Session by SMS, the mobile operator of the Mobile network may charge a fee for sending and receiving an SMS. These costs shall be determined exclusively by Be-Mobile and shall not be invoiced by Be-Mobile, but shall be invoiced directly by that mobile operator.
- 12.2.4. Be-Mobile may adjust the Transaction Cost in accordance with Article 16 of these Terms of Use (amendments to these Terms of Use).
- 12.3. Payment methods
- 12.3.1. For End Users who use the Mobile network of a mobile operator listed in Appendix 1 to these Terms of Use, the payment method upon registration will be set by default to billing via the Mobile network invoice, but the End User will always have the option to set another available payment method via his account.
- 12.3.2. End-users who do not use the Mobile network of a mobile operator listed in Appendix 1 to these Terms of Use must choose between the available payment methods when registering.
- 12.3.3. The available payment methods are:
- a) Via the Mobile Network Invoice (default setting);
 - b) Via a credit card (Visa, Mastercard or American Express);
 - c) Via a debit card (Bancontact, iDeal)
 - d) By bank transfer
 - e) Via direct debit in Belgium and The Netherlands (monthly automatic payment)
- 12.3.4. The payments are, depending on the chosen payment method, processed by a payment service provider (in the case of payment via credit card, bank transfer, bank contact, iDeal, direct debit and direct debit) or by the Mobile Network operator (in the case of payment via the Mobile network invoice).

13. Invoicing

13.1. General

- 13.1.1. The Session Cost and Transaction Cost will be invoiced periodically to the End User, unless otherwise stipulated in these Terms of Use.
- 13.1.2. If the End User is an employee or staff-member of a Pro User, the Session Cost and Transaction Cost will always be invoiced periodically to the Pro User, except in the case of split invoicing as provided for in Article 13.2 of these Terms of Use.
- 13.1.3. The End User or Pro User may consult an overview of the End User's use of our Services on his account via the mobile application 4411 or the Website. The End User or Pro-user can print an overview of the Parking sessions included in the history and the costs.

13.2. Split invoicing

13.2.1. A Pro-user can opt for split invoicing, which means that the Pro-user can set time intervals (e.g. per day and per hour) for the invoicing at the expense of the Pro-user.

- a) For initiated Sessions *within* these time intervals, the Session Cost and the Transaction Cost shall be at the expense of the Pro user.
- b) For initiated Sessions *outside* these time intervals, the Session Cost and the Transaction Cost are at the expense of the End User.

13.3. Payment term and late payment

13.3.1. The End User will receive a monthly statement, to be consulted via his account on the Website, stating the amounts due.

13.3.2. The Pro-user will receive a monthly statement, to be consulted via his account on the Website, stating the amounts due.

13.3.3. All payments must be made by the End User or Pro User within fourteen (14) calendar days of the date of the statement at the latest.

13.3.4. In the event of late payment, Be-Mobile reserves the right to suspend performance of its obligations towards the End User or Pro User until all debts of the End User or Pro User have been paid in full. In this case, Be-Mobile may temporarily block the account of the End User or Pro User. The temporary blocking of the Pro-user's account means that the employee or staff-member of the Pro-user as End User can no longer initiate a Session at the expense of the Pro-user. However, the temporary blocking of the Pro User will not affect the End User's ability to initiate a Session at its own expense.

13.3.5. In the event of late payment, Be-Mobile will send a reminder by SMS, e-mail or by letter to the End-user or Pro-user and then, in accordance with the applicable law in Belgium or the Netherlands, hand over the collection. For Belgium, an administration fee of five (5) EUR can be charged for this reminder and if Be-Mobile entrusts the collection to a third party, the End User or Pro-user may be charged a fixed fee of 35 EUR.

14. Liability

14.1. General

14.1.1. Be-Mobile provides the Services and Pro Services as offered ("*as is*") and does not guarantee 100% availability. Be-Mobile cannot be held liable if the Services or Pro-Services are not available due to force majeure or due to the actions of its suppliers or Partners, but Be-Mobile shall make all reasonable efforts to ensure the availability of the Services and Pro-Services.

14.1.2. Be-Mobile may temporarily suspend the Services and Pro Services (in whole or in part), in particular for the purpose of managing, improving, repairing and maintaining the Services or Pro Services. Depending on the nature of the interruption, Be-Mobile shall inform the End User or Pro-user of this in advance and make all reasonable efforts to limit the duration of the suspension to the absolute minimum.

- 14.1.3. Be-Mobile cannot be held liable for loss of income or profit, nor for any damage which could not reasonably have been foreseen at the time of acceptance of these Terms of Use or which is indirect or consequential damage.
- 14.1.4. Be-Mobile cannot be held liable for any direct, indirect or consequential damage attributable to a malfunction in the Mobile network of the End User's mobile operator, the late receipt of an SMS, a case of force majeure, an act or omission by one or more of the parties involved or the incorrect use of our Services by the End User. In such cases, the Session Cost is limited to the maximum daily rate for that Session on the same day in the same geographical area.
- 14.1.5. Insofar as the End User or Pro User makes use of our Services in the context of his or her commercial, industrial or craft activities, Be-Mobile's liability for damage in the performance thereof shall be limited to the amount for which Be-Mobile is insured.
- 14.1.6. Nothing in these Terms of Use excludes Be-Mobile's liability for its own intent or for any other form of liability that cannot be excluded or limited under applicable mandatory law.

14.2. Liability for Partners

- 14.2.1. Be-Mobile cannot be held liable for the pricing policy of its Partners.
- 14.2.2. Be-Mobile cannot be held liable for the performance of a Partner Service by a Partner or one of its employees, agents, staff-members, subcontractors, or suppliers.
- 14.2.3. Be-Mobile cannot be held liable for damage caused by Partners or one of its employees, agents, staff-members, subcontractors, or suppliers. If the Partner imposes additional conditions on the End User, Be-Mobile cannot be held liable for the End User's failure to comply with these conditions or the consequences of such failure to comply with these conditions.

15. Duration and modification

- 15.1. These Terms of Use and any changes shall apply for the duration of the use of our Services or Pro Services.
- 15.2. The End User may terminate this agreement at any time by having his or her account deleted by contacting the helpdesk or via the Website. However, the removal of the 4411 Mobile application from the device does not constitute the end of this Agreement. The removal of the Easy account is without prejudice to existing obligations (such as payment obligations) of the End User.
- 15.3. The Pro user can terminate the use of the Pro services at any time by having his or her Pro account removed by contacting the helpdesk or via the Website via his profile settings. In that case the Pro-user is obliged to inform Linked Persons as stipulated in article 8.3.3 of these Terms of Use. The removal of the Mobile application 4411 from the device does not constitute the end of the Pro account Agreement. The deletion of the Pro account does not affect existing obligations (such as payment obligations) of the Pro user.

- 15.4. Termination of the Agreement between the Pro User and Be-Mobile, irrespective of who terminates the Agreement and irrespective of the reason for termination, shall not result in automatic termination of the Agreement between the End User and Be-Mobile. As from the termination of the Agreement between the Pro User and Be-Mobile, the employees of the Pro User shall themselves be responsible for payment for the Services that are still provided by Be-Mobile to the End User after termination. If split invoicing as defined in 13.2 of these Terms of Use was already enabled, this payment method will automatically be maintained. If split invoicing was not enabled, the End User will be asked to choose a payment method.
- 15.5. Events or actions of the End User or Pro-user that violate these Terms of Use may be considered by Be-Mobile as a valid reason for terminating this Agreement provided that this is proportionate to the violation and without prejudice to Be-Mobile's right to claim damages.
- 15.6. The following events or actions may constitute a valid reason for Be-Mobile to terminate this Agreement with the End User or Pro User:
- a) Reports of fraudulent or unusual use of the End User's or Pro User's account;
 - b) Be-Mobile has sufficient reason to assume that the End User or Pro User regularly fails to pay its invoice;
 - c) Be-Mobile has sufficient reason to believe that the account or activities of the End User or Pro-user expose Be-Mobile to credit risk or fraud.

16. Changes to these Terms of Use

- 16.1. By registering, the End User or Pro User declares to have read these Terms of Use and to accept these Terms of Use and any amendments in accordance with the provisions below. If the End User or Pro User does not accept these Terms of Use, the End User or Pro User cannot make use of our Services or Pro Services.
- 16.2. Be-Mobile reserves the right to amend these Terms of Use at any time. In that case Be-Mobile shall inform the End User and Pro-user in a timely manner by e-mail or by means of a message on the mobile application 4411 of these changes and from when the amended Terms of Use will apply or via SMS. The End User or Pro User will be deemed to have accepted these amended Terms of Use if the End User or Pro User has not objected within thirty (30) days of the date of this e-mail or message. If the End User or Pro User does object within this period, the End User or Pro User must immediately stop using the Services or Pro Services and remove the mobile application 4411 from the device.
- 16.3. The applicable version of the Terms of Use is the version in force at the time when the End User uses the mobile application 4411 or the Website.

17. Applicable law and dispute resolution

- 17.1. These Terms of Use are subject to Belgian law. Any dispute arising in this connection shall be submitted to the competent courts of Brussels.
- 17.2. For consumers, the European Commission also provides an [online dispute resolution platform](#).

ANNEX 1: MOBILE OPERATORS WITHOUT COMPULSORY REGISTRATION

Visit www.4411.io

ANNEX 2: TRANSACTION COSTS

Visit <https://4411.io/en-be/tarifs>

- 0,15 EUR per SMS sent to or received from 4411
- 0,15 EUR per SMS sent to or received from 4242
- 0,25 EUR per Session initiated via the Mobile application 4411
- 0,25 EUR per Session initiated via the Website
- 0,50 EUR per Session per 24 hours initiated via Automatic Number Plate Recognition
- 0,50 EUR per Session initiated for Fueling (e-fuel and fuel)
- 0,00 EUR per M-Ticketing session for De Lijn and MIVB/STIB initiated in any way
- 10% of the Session Fee per M-Ticketing session for NMBS/SNCB initiated in any way. E.g. (1) If your ticket costs 10.00 EUR, the Session fee is 10.00 EUR and the Transaction fee is 1.00 EUR. You therefore pay a total of EUR 11.00. (2) If your ticket costs 9.00 EUR, the Session fee is 9.00 EUR and the Transaction fee is 0.90 EUR. You therefore pay a total of EUR 9.90.