



# 4411

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**Telephone number** 00 32 78 05 44 11 / 00 31 85 888 11 38  
**Company number** 0881.959.533  
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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](http://www.4411.io)), or through one of our Partners.

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](http://www.4411.io)). For more information about the modification of 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.
- 1.2. **ANPR Parking Garage:** a parking garage equipped with ANPR (automatic number plate recognition) cameras for automatically initiating and ending a Parking Session.
- 1.3. **ANPR Toll Road:** a toll road equipped with ANPR (automatic number plate recognition) cameras for automatically initiating and ending a Toll Session.
- 1.4. **Badge:** a physical token that the End User or Pro User can use to initiate a Charging Session.
- 1.5. **Be-Mobile:** Be-Mobile NV, with registered office at Kardinaal Mercierlaan 1A, 9090 Melle, Belgium and company number 0881.959.533, which provides services to End Users and Pro Users.

- 1.6. **Third Party:** an organisation with which Be-Mobile cooperates and which has integrated the Mobile Application 4411 or 4411 functionality into its own application and/or website and/or dashboard.
- 1.7. **Services:** the services provided by Be-Mobile to End Users, consisting of initiating, terminating and paying for a Partner Service as described in Article 5 of these Terms of Use.
- 1.8. **Easy Account:** the account of an End User.
- 1.9. **End User:** the individual user of Be-Mobile Services via SMS, the Mobile Application 4411, the Website or one of the Partners.
- 1.10. **Linked Person:** an individual user (for example, an employee, co-worker or other person) whose phone number and/or number plate is linked to a Pro Account.
- 1.11. **Mobile Application 4411:** the mobile application 4411, made available by Be-Mobile via Apple's App Store and Google's Play Store. The Mobile Application 4411 may also be integrated with **Third Party** applications.
- 1.12. **Mobile Network:** the mobile network of the operator to which the End User is signed up.
- 1.13. **Mobile Network Invoice:** the invoice of the Mobile Network operator payable by the End User or Pro User.
- 1.14. **Partner:** an affiliated city, municipality, parking garage and/or mobility service with which Be-Mobile cooperates, including the service provider(s) to which the affiliated city or municipality has granted a concession for the provision of Partner Services, and which enables the use of Partner Services.
- 1.15. **Partner Services:** the services provided to an End User of Be-Mobile by a Partner, which may in particular consist of:
  - a) parking,
  - b) toll collection,
  - c) refuelling,
  - d) electric charging,
  - e) public transport,
  - f) shared mobility.
- 1.16. **Pro Account:** the account of a Pro User.
- 1.17. **Pro Services:** the services provided by Be-Mobile to Pro Users, as described in Article 6 of these Terms of Use.

- 1.18. **Pro User:** the professional user – whether a natural or legal person – that uses Be-Mobile Pro Services.
- 1.19. **Registration:** the registration of the End User or Pro User as set out in Article 7 of these Terms of Use.
- 1.20. **Session:** the period between initiating and terminating the Partner Services:
  - a) For parking ('**Parking Session**'),
  - b) For entering a toll road or low emission zone ('**Toll Session**'),
  - c) For refuelling or electric charging ('**Charging Session**'),
  - d) For public transport or shared mobility ('**M-ticketing Session**').
- 1.21. **Session Costs:** the costs charged by Be-Mobile for the use of a Partner Service for one Session.
- 1.22. **SMS:** the SMS sent or received by the End User as part of a Session.
- 1.23. **Transaction Costs:** the costs charged by Be-Mobile for the use of the Services.
- 1.24. **Licence Card:** a licence that is linked to a registration number of the End User and grants him or her certain rights.
- 1.25. **Vehicle Characteristics:** the specific characteristics of a linked vehicle according to the settings of the Easy Account or Pro Account.
- 1.26. **Website:** the website accessible via [www.4411.io](http://www.4411.io), including all subdomains and subpages thereof, or any other domain name that refers to this website.

## **2. Service providers**

- 2.1. The Services and Pro Services will be offered and provided by Be-Mobile.
- 2.2. The Partner Services will be 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 will be Dutch, French or English. The language of the Mobile Application 4411 or the Website may be set by the End User or Pro User.

## **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 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 or 6:230o of the Dutch Civil Code as soon as he or she downloads the Mobile Application 4411 or registers. The End User may, however, remove the Mobile Application 4411 from his or her device and may delete his or her account via the Website or have it deleted by contacting the helpdesk (078 05 44 11).

## **5. Our Services for End Users**

### **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. The End User is responsible for payment for this Session – that is, a Partner Service – 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. More information on how our Services work can be found at [www.4411.io](http://www.4411.io).

### **5.2. Availability of our Services**

- 5.2.1. The availability of the Services is dependent on the rights granted to your Licence Cards and Vehicle Characteristics. Notifications may also be sent to you on the basis of your Licence Cards and Vehicle Characteristics. If you do not wish to receive notifications on the basis of your Licence Cards or Vehicle Characteristics, you may disable notifications in the settings of your Mobile Application 4411.
- 5.2.2. The availability of the Services depends on the chosen payment method, the mobile number with which you register or the information you provide when registering.
- 5.2.3. The availability of the Services depends on your location. For an overview of the Services available at your location, check your Mobile Application 4411 or visit <https://4411.io/nl-be/waar-mobiel-parkeren>.

### **5.3. Initiation and termination**

- 5.3.1. A Session constitutes an individual 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.

- 5.3.2. A Session is in principle initiated and terminated manually by the End User, unless otherwise stipulated in these Terms of Use.
- 5.3.3. A Session can have a fixed or maximum duration.
  - a) Fixed duration: if the Session has a fixed duration, it may not be terminated sooner than the set time and will be 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.
- 5.3.4. The manual initiation or termination of a Session is carried out in one of the following ways:
  - a) by SMS (to a given number with a specific message), or
  - b) via the Mobile Application 4411 and/or a Third Party application, or
  - c) via the Badge,
  - d) via the Website.
- 5.3.5. The automatic initiation and termination of a Session take place with a one-off permission from the End User to set up full automation via the supported hardware, so that a Session can then be automatically initiated and terminated without the intervention of the End User and via supported hardware. The automatic initiation and termination are:
  - a) optional, and
  - b) only possible with permission via supported hardware, and
  - c) only possible with permission for the use of location finding.

The End User may also opt for partial automatic initiation and termination if this option is available. In the case of partial automatic initiation and termination, the End User's intervention is always required after the detection of a particular action to allow the initiation of a Session. The End User may stop this automatic initiation and termination at any time.

The End User may withdraw his or her consent via the supported hardware, the Mobile Application 4411 or via the Website at any time.

- 5.3.6. A Session that has been initiated – manually or automatically – constitutes an active Session until it is terminated by the End User or by Be-Mobile in accordance with these Terms of Use. An End User may have several active Sessions at the same time (e.g. a Parking Session and a Charging Session). An active Session may be accessed via the Mobile Application 4411 or via the Website, regardless of how the Session was initiated (manually or automatically).
- 5.3.7. The available ways to initiate or terminate a Session may differ:

- a) depending on whether it is a Parking Session, a Charging Session or an M-ticketing Session,
  - b) depending on whether it relates to an ANPR low-emission zone, ANPR parking garage or ANPR toll road,
  - c) depending on the End User's hardware,
  - d) depending on whether the End User has a paid subscription,
  - e) depending on whether the End User is registered or not. The initiation and termination of a Session by SMS are not subject to compulsory Registration for End Users using the Mobile Network of a mobile operator listed in Appendix 1 to these Terms of Use.
- 5.3.8. If an End User is unable to terminate a particular Session as a result of a technical problem (e.g. with regard to the Mobile Network), the End User must terminate the Session by contacting the helpdesk by telephone (0032 78 05 44 11 / 00 31 85 888 11 38) or by e-mail (help@4411.be) or via the contact form on the Website.
- 5.3.9. Be-Mobile reserves the right to unilaterally terminate a Session on its own initiative and without prior notice if the End User does not comply with these Terms of Use or if Be-Mobile has serious suspicions of abuse or fraud. If the End User has any questions, he or she may contact the helpdesk by telephone (0032 78 05 44 11 / 00 31 85 888 11 38) or by e-mail (help@4411.be) or via the contact form on the Website.
- 5.4. Parking Session
- 5.4.1. For parking, the Partners (for parking on public roads or for parking spaces or garages operated by companies) will seek to identify the Services of Be-Mobile in a visible place (for example by means of a sticker on the parking meter or in the parking garage).
- 5.4.2. When a Parking Session is initiated manually via the Mobile Application 4411 or the Website, the Session is started immediately, and terminated at the moment that the End User terminates the Parking Session via the Mobile Application 4411 or the Website, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration).
- 5.4.3. When a Parking Session is initiated manually by SMS (to 4411), the Session will be started at the time of receipt of the End User's request by SMS by Be-Mobile's system and terminated at the time of receipt of the End User's request by SMS (to 4411) by Be-Mobile's system, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration).
- 5.4.4. If the End User has activated automatic initiation and termination, the Parking Session will:
- a) in an ANPR Parking Garage be automatically started at the time of registration of the number plate when driving in and terminated at the time of registration of the same number plate when driving out, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration).

The End User will be able to recognise an ANPR Parking Garage by the sign when entering, or

- b) be started automatically when the End User parks his or her vehicle in a supported geographical area and terminated when leaving this parking space, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration). The End User will be able to recognise a supported geographical area via the Mobile Application 4411.

#### 5.5. Toll Session

- 5.5.1. The End User should consult the Mobile Application 4411 to find out if the option to enter a low emission zone or toll road is available. Be-Mobile endeavours to indicate this option by means of a sign in a visible place but does not guarantee that it will be indicated in this way.
- 5.5.2. When a Toll Session is initiated manually via the Mobile Application 4411 or the Website, the Session is started immediately, and terminated at the moment that the End User terminates the Toll Session via the Mobile Application 4411 or the Website, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration).
- 5.5.3. If the End User has activated automatic initiation and termination, the Toll Session in an ANPR Low Emission Zone will be automatically started at the time of registration of the number plate when driving in and terminated at the time that the Session's maximum duration (determined by the Partner) has expired. The End User will be able to recognise an ANPR Low Emission Zone by the sign when entering.
- 5.5.4. If the End User has activated automatic initiation and termination, the Toll Session will:
  - a) On an ANPR Toll Road be automatically started at the time of registration of the number plate when driving in and terminated at the time of registration of the same number plate when driving out, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration). The End User will be able to recognise an ANPR Toll Road by the sign when entering, or
  - b) be started automatically when the End User drives his or her vehicle into a supported geographical area and terminated when he or she leaves this area, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration). The End User will be able to recognise a supported geographical area via the Mobile Application 4411.

#### 5.6. Charging Session

- 5.6.1. The End User should consult the Mobile Application 4411 to find out if the option of refuelling or electrical charging is available. Be-Mobile endeavours to indicate this option by means of a sign in a visible place (for example on the fuel pump, payment terminal or charging station), but does not guarantee that it will be indicated in this way.

5.6.2. When a Charging Session is initiated manually via the Mobile Application 4411, Badge or Website, the Session is started immediately, and terminated at the moment that the End User terminates the Charging Session via the Mobile Application 4411, Badge or Website, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration).

5.6.3. When a Charging Session is initiated manually by SMS (to 4242), the Session will be started at the time of receipt of the End User's request by our system and terminated at the time of receipt of the End User's request by SMS (to 4242) by our system, unless otherwise stipulated in these Terms of Use (e.g. for a fixed or maximum duration).

5.6.4.

#### 5.7. M-ticketing Session

5.7.1. For M-ticketing, Partners can be found in the Mobile Application 4411 or on the Website.

5.7.2. When an M-ticketing Session is initiated via the Mobile Application 4411, the Session is started immediately and terminated at the moment that the fixed duration (determined by the Partner) of the Session has expired.

5.7.3. When an M-ticketing Session is initiated, it is the Partner's confirmation that entitles Be-Mobile to invoice this Session.

### 6. Our Pro Services for Pro Users

6.1. Our Pro Services are aimed at Pro Users who wish to bear the cost of the initiation of a Session by a Linked Person. In this case, it is the Pro User who is responsible for payment for 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 a Linked Person as End User.

6.3. More information on how our Pro Services work can be found at <https://4411.io/nl-be/zakelijk>.

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 using the Mobile network of a mobile operator listed in Appendix 1 to 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 are automatically invoiced via the Mobile Network Invoice.
- 7.1.2. End Users who do not use the Mobile network of a mobile operator listed in Appendix 1 to these Terms of Use or who do not use a Belgian mobile number are obliged to register in order to use our Services.
- 7.1.3. End Users who are linked by a Pro User will be notified of this link by SMS, regardless of the Mobile network. The End User may object to this link at any time by contacting the Pro User directly or by contacting our helpdesk (078 05 44 11).
- 7.1.4. When registering, the End User must provide and confirm at least one supported mobile number.
- 7.1.5. After Registration, the End User may add or modify the following information in his or her Easy Account:
  - a) Name (required)
  - b) First line of address (required)
  - c) Locality (required)
  - d) Email address (required)
  - e) Language
  - f) Payment and invoicing information
  - g) Linked vehicles and associated number plate and name
  - h) Linked phone number (required) and associated name
  - i) Activated Services
  - j) Licence Cards
  - k) Vehicle Characteristics of linked vehicles, including:
    - 1) Type of vehicle (e.g. car or van)
    - 2) Type of energy source (e.g. fuel cells or electricity)
    - 3) Vehicle's environmental characteristics (e.g. Euro standard)
    - 4) Dimensions or other specific characteristics of vehicle (e.g. length, height, towing hook, etc.)
- 7.1.6. Additional information is required to be able to use certain Partner Services:
  - a) Date of birth (required for an NMBS M-ticketing Session)
  - b) Sex (mandatory for an M-ticketing Session of NMBS).

The data referred to in Article 7.1.6 of these Terms of Use are only stored locally and encrypted on the End User's device and are not stored by Be-Mobile. These data are passed on to the relevant Partner. The End User may delete these stored data from his or her device at any time.

- 7.1.7. An End User will be considered as validly registered when the Registration process has been completed. The End User must confirm his or her email address to complete the Registration process.

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 may also register as a Pro User so as to also be able to use our Pro Services and to keep business and private use separate.

- 7.2.2. When registering, the Pro User must provide at least the following information:

- a) Business information
- b) Contact person's name
- c) Contact person's phone number
- d) Contact person's e-mail address
- e) Correspondence address
- f) Invoicing address (if different)
- g) Language
- h) Activated Services

- 7.2.3. A Pro User will be considered as validly registered when the Registration process has been completed. The Pro User must confirm his or her email address to complete the Registration process.

- 7.2.4. After Registration, the Pro User may add the following information to his or her Pro Account without obligation:

- a) Business information
- b) Contact person's name
- c) Contact person's phone number
- d) Contact person's e-mail address
- e) Correspondence address
- f) Invoicing address (if different)
- g) Language
- h) Payment and invoicing information
- i) Linked vehicles and associated number plate and name
- j) Linked phone number and associated name
- k) Activated Services
- l) Licence Cards
- c) Vehicle Characteristics of linked vehicles, including:
  - 1) Type of vehicle (e.g. car or van)
  - 2) Type of energy source (e.g. fuel cells or electricity)
  - 3) Vehicle's environmental characteristics (e.g. Euro standard)
  - 4) Dimensions and other specific characteristics of vehicle (e.g. length, height, towing hook, etc.)

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 laws, regulations 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 it changes after Registration. The End User or Pro User also warrants that the information concerning Licence Cards and Vehicle Characteristics that he or she enters is accurate and current.
- 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. If the End User or Pro User has a Badge, he or she must look after it carefully in order to prevent its loss or theft. In the event of suspected loss or theft of the Badge, the End User or Pro User must immediately deactivate the Badge via the Mobile Application 4411 or by contacting our helpdesk (078 05 44 11).
- 8.1.6. 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.
- 8.1.7. The End User or Pro User warrants that the holder of the number plate that he or she links to his or her Easy Account or Pro Account agrees to this.
- 8.1.8. The End User or Pro User warrants that the holder of the phone number that he or she links to his or her Easy Account or Pro Account agrees to this.
- 8.1.9. The End User or Pro User must refrain from any action in breach of these Terms of Use and 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. The use of a rooted device ('jailbreaking') may cause problems when using our Services. 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 licence 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 licence plate number), the Partner may consider this as failure to pay for a ticket.

8.2.2. The End User is responsible for manually initiating and terminating a Session as stipulated in articles 5.3, 5.4, 5.5 and 5.7 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 with applicable laws and regulations (e.g. tax, social, accounting, corporate and data protection obligations) at all times if he or she links a registration number, telephone number, name or other data of a person to his or her Pro Account. The Pro User undertakes at least to:

- a) draw up an appropriate data protection policy, and
- b) inform Linked Persons of this in a transparent manner, and
- c) only link a person with whom he or she has a professional connection and unlink him or her if this professional connection is terminated by either of them or if he or she opposes the link, and
- d) handle within one month of receipt requests from Linked Persons regarding access, rectification, erasure, restriction, portability of personal data and objection to the processing of personal data, and
- e) maintain an up-to-date register of processing activities, and
- f) take appropriate technical and organisational security measures, and
- g) answer questions from Linked Persons about our Services within a reasonable time.

8.3.2. In the case of split invoicing, the Pro User is obliged to inform his or her Linked Person 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 his or her Linked Person 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 relating to the End User or Pro User will be 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 and shares personal data of End Users or Pro Users is described in detail in our [privacy](#) and [cookies](#) policies. The processing

agreement in Appendix 3 applies to Pro Users with a Pro Account who are not natural persons and to the extent that Be-Mobile acts as processor of personal data on the instructions of the Pro User and no expressly different agreements have been made between Be-Mobile and the Pro User.

- 9.2. Be-Mobile may provide personal data of End Users or Pro Users to a Partner or a service provider designated by the Partner for the purpose of providing the Partner Service and verifying compliance with this Partner's conditions. As soon as these personal data are provided by Be-Mobile to a Partner or its service provider, they are processed under the responsibility of this Partner or service provider.
- 9.3. Personal data collected directly by the Partner are processed under the responsibility of this Partner.
- 9.4. Partner Services are subject to the privacy policy of the Partner in question. 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 at <https://4411.io/nl-be/partners>.
- 10.2. The general terms and conditions and privacy policy of the relevant Partner apply to the use of Partner Services. Unless the End User provides proof to the contrary, when using Partner Services, the End User is deemed to have taken note of the Partner's own terms and conditions and to have accepted them in full.
- 10.3. Be-Mobile does not act as an intermediary and does not mediate between the End User and our Partners. The End User enters into a contract directly with our Partner when using Partner Services.
- 10.4. Be-Mobile gives no guarantees as to the suitability for a particular purpose of Partner Services, nor does Be-Mobile bear any responsibility for the Partner Services or information about them.
- 10.5. Our Services may also be integrated with Third Party mobile applications. Be-Mobile advises users to consult the applicable terms of use before using these mobile applications.

## **11. Intellectual property**

- 11.1. Be-Mobile or its licensor(s) are and remain the holder of all intellectual property rights, including all copyrights, trademark rights, patent rights, trade name rights, other intellectual and industrial property rights and similar rights for the protection of information concerning or to the Services, the Pro Services, the Mobile Application 4411, the Website, other support Services and related documentation.

- 11.2. 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 or Pro Services.

## **12. Payment**

### **12.1. General**

- 12.1.1. Our Services are in principle free of charge, unless expressly agreed otherwise or unless otherwise stated in these Terms of Use. To be able to use certain functionalities, you need a paid subscription.
- 12.1.2. The End User and Pro User acknowledge and agree that the initiation of a Session as described in these Terms of Use entails a payment obligation.
- 12.1.3. 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 Costs and the Transaction Costs via the chosen payment method.

### **12.2. Paid subscription for our Services**

- 12.2.1. The End User and Pro User may take out a paid subscription to be able to use paid functionalities of our Services as indicated on the Mobile Application 4411 or the Website.
- 12.2.2. If a paid subscription is taken out, Be-Mobile or its payment service provider has the right periodically to collect the subscription costs via the chosen payment methods.
- 12.2.3. A paid subscription may be cancelled with one month's notice via the Mobile Application 4411 or the Website. If you cancel your subscription, your paid subscription will be terminated one month after you have cancelled your subscription. You will then lose the ability to use paid functionalities.

### **12.3. Session and Transaction Costs**

- 12.3.1. The amount of the Session Costs will be determined exclusively by Be-Mobile's Partner. They may be a fixed amount per Session or an amount that depends on the duration of the Session (e.g. per hour). The Session Costs may differ per geographical area and will be communicated by the Partner in a visible place (such as on the parking meter or the charging station).
- 12.3.2. The Transaction Costs will be determined exclusively by Be-Mobile and are a fixed amount per Session. The Transaction Costs 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 Costs per method of initiation.

12.3.3. If a Session is initiated by SMS, the mobile operator of the Mobile network may charge a fee for sending and receiving an SMS. This fee will be determined and invoiced exclusively by the mobile operator.

12.3.4. Be-Mobile may adjust the Transaction Costs in accordance with Article 16 of these Terms of Use (amendments to these Terms of Use).

#### 12.4. Payment methods

12.4.1. For End Users or Pro 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 or Pro User will always have the option to set another available payment method via his or her account.

12.4.2. End Users or Pro 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.

12.4.3. The available payment methods are:

- a) Via the Mobile Network Invoice (default setting);
- b) By credit card (Visa, Mastercard or American Express);
- c) By debit card (Bancontact, iDeal);
- d) By bank transfer;
- e) By direct debit (monthly automatic payment);
- f) By gift voucher (see article 12.6 and following of these Terms of Use).

12.4.4. The chosen payment method may affect the availability of the Services. Be-Mobile also reserves the right to adjust the available payment methods in the event of misuse or a failed or late payment (e.g. if collection by the chosen payment method has not been successful).

12.4.5. Depending on the chosen payment method, payments will be processed by a payment service provider (in the case of payment by credit card, bank transfer, bancontact, iDeal or direct debit) or by the operator of the Mobile Network (in the case of payment via the Mobile Network Invoice). If you opt for an online direct debit, you will be referred to our Partner Twikey for the signing of the direct debit instruction. By using this service you agree to Twikey's general terms and conditions. You can consult Twikey's general terms and conditions [here](#) (Belgium) or [here](#) (the Netherlands).

12.4.6. When you set up or change your payment method, your identity will be verified. Once your identity has been checked, payments will be made by the same payment method without checking your identity again. For a monthly direct debit, you may confirm your identity using one of the supported verification methods.

#### 12.5. Deposit

- 12.5.1. For certain Services, the End User is required to provide a deposit before he or she may use the Services. Be-Mobile reserves the right to reserve such a deposit by the End User's chosen payment method, after the End User has been informed thereof.
- 12.5.2. The End User will be informed via the Mobile Application 4411 about the amount of the deposit and the period for which it will be reserved before such Services are used. Unless expressly stated otherwise, this deposit will not be blocked or transferred as long as the End User complies correctly with these Terms of Use and the Partner's conditions.
- 12.5.3. When initiating a Session for which a deposit is required, the End User gives Be-Mobile permission in advance to request from the End User's bank a fixed payment of the amount of the deposit in the event of any loss due to the damaging, fraudulent use and/or theft of the Partner's goods or any other breach of these Terms of Use or those of a Partner for which the End User was responsible. This deposit does not in any way prevent Be-Mobile and/or the Partner from claiming damages that exceed the value of the deposit.

#### 12.6. Gift vouchers

- 12.6.1. The End User may add a gift voucher to his or her Easy Account or Pro Account. The value of the gift voucher will be added as credit to the Easy Account or the Pro Account. The buyer of the gift voucher will determine its value and the period within which it must be added to the account. Once the gift voucher has been added to the account, the credit is valid for two years. If the gift voucher credit is not used after two years, the remaining credit will expire. The value of the gift voucher will be set against new payments until it has been used up.
- 12.6.2. Gift vouchers may not be refunded or converted into cash. A gift voucher that has been added will be lost if the Easy Account or Pro Account is closed or deactivated.
- 12.6.3. Gift vouchers may be subject to specific terms and conditions stated on the gift voucher. Specific terms and conditions on the gift voucher take precedence over the provisions of these Terms of Use.

#### 12.7. Badges

- 12.7.1. Additional costs may be associated with the Badge. The End User and Pro User will be informed of these costs via the Mobile Application 4411.

### 13. Invoicing

#### 13.1. General

- 13.1.1. The Session Costs and Transaction Costs will be invoiced periodically to the End User, unless otherwise stipulated in these Terms of Use.



- 13.1.2. If the End User is a Linked Person of a Pro User, the Session Cost and Transaction Costs will always be invoiced periodically to the Pro User, unless the Pro User has opted for 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 Sessions included in the history and the costs thereof.
- 13.2. Split invoicing
  - 13.2.1. A Pro User may opt in his or her Pro Account for split invoicing per linked phone number, 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 Costs and Transaction Costs will be payable by the Pro User. If a Session is initiated within this time interval, but is terminated outside this time interval, the Session Costs and Transaction Costs will be payable in full by the Pro User.
    - b) For Sessions initiated outside these time intervals, the Session Costs and Transaction Costs will be payable by the End User.
- 13.3. Payment term and late payment
  - 13.3.1. The End User will receive a periodic invoice, to be consulted via his or her account on the Website, stating the amounts due. A monthly payment overview may be consulted by the End User via his or her account on the Website.
  - 13.3.2. The Pro User will receive a periodic invoice, to be consulted via his or her account on the Website, stating the amounts due. A monthly payment overview may be consulted by the Pro User via his or her account on the Website.
  - 13.3.3. All payments must be made by the End User or Pro User within eight (8) calendar days after the termination of the Session 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 Linked Person 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 his or her own expense.
  - 13.3.5. In the event of late payment, Be-Mobile will send one reminder by SMS, e-mail or letter to the End User or Pro User and then, in accordance with the applicable law in Belgium or the Netherlands, hand over the claim to a third party for collection. For Belgium, an administrative fee of five (5) euros may be charged for this reminder. Be-Mobile reserves

the right to contact the rental company or the Partner to obtain the information needed to send this reminder.

## **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 (such as, but not limited to, fire, flood, strikes, blockades, wars, embargoes, riots epidemics or pandemics) or due to the actions of its suppliers or Partners, but Be-Mobile will 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 will 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 or Pro User. In such cases, the Session Costs are limited to the maximum daily rate for that Session on the same day in the same geographical area.
- 14.1.5. Be-Mobile cannot be held liable for any damage as a result of incomplete, incorrect or late information provided by the End User or Pro User (e.g. invalid Licence Cards or incorrect Vehicle Characteristics), nor for any damage as a result of an Session initiated incorrectly by the End User.
- 14.1.6. Be-Mobile cannot be held liable for any damage resulting from the use of our Services on a device or mobile phone whose operating system security has been circumvented ("jailbreaking"). The use of the Mobile Application 4411 on a rooted device is a risk accepted by the End User and Pro User, and Be-Mobile is therefore not responsible for any loss of data in these circumstances.
- 14.1.7. Be-Mobile cannot be held liable for any damage as a result of the termination of a Session by Be-Mobile or as a result of the blocking (temporary or permanent) of the account of the End User or Pro User in the event of late payment by the End User or Pro User or in the event of abuse or fraud (or the serious suspicion thereof) on the part of the End User or Pro User.

- 14.1.8. Be-Mobile cannot be held liable for any damage as a result of loss or theft of a Badge or the failure by the End User or Pro Users to immediately deactivate a Badge which has been or is presumed to have been lost or stolen.
- 14.1.9. Insofar as the End User or Pro User makes use of our Services or Pro Services in the context of his or her commercial, industrial or craft activities, Be-Mobile's maximum liability to all its users for damage in the performance thereof will be limited to the amount for which Be-Mobile is insured.
- 14.1.10. 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. Partners' liability and indemnification

- 14.2.1. Be-Mobile cannot be held liable for its Partners' pricing policy or for changes thereto.
- 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 or Pro User, Be-Mobile cannot be held liable for the End User's or Pro User's failure to comply with these conditions or the consequences of such failure to comply with these conditions.
- 14.2.4. The End User will indemnify Be-Mobile and hold it harmless against any claims from Partners and other third parties based on damage to the Partner's goods or an alleged breach of these Terms of Use or the terms and conditions of a Partner.

15. Duration and modification

- 15.1. These Terms of Use and any changes will apply for the duration of the use of our Services or Pro Services.
- 15.2. The End User may terminate the use of the Services at any time by having his or her Easy Account deleted by contacting the helpdesk (078 05 44 11) or via his or her profile settings on the Website. However, the mere removal of the Mobile Application 4411 from the device does not constitute the deletion of the Easy Account. The deletion of the Easy Account does not affect any existing obligations (such as payment obligations) on the part of the End User.
- 15.3. The Pro User may terminate the use of the Pro Services at any time by having his or her account deleted by contacting the helpdesk (078 05 44 11) or via his or her profile settings on the Website. The Pro User is obliged in such a case to notify Linked Persons as stipulated in Article 8.3.3 of these Terms of Use. However, the mere removal of the Mobile Application 4411 from the device does not constitute the deletion of the Pro Account. The deletion of

the Pro Account does not affect any existing obligations (such as payment obligations) on the part 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, will 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, former Linked Persons of the Pro User will 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 the Services or Pro Services 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 the provision of Services to 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 is regularly failing to pay his or her 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 the case of material changes, Be-Mobile will inform the End User and Pro User in a timely manner by e-mail, by SMS or by means of a message on the Mobile Application 4411 of these changes and from when the amended Terms of Use will apply. 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 competent court and settlement of disputes**

- 17.1. These Terms of Use are subject to Belgian law, without prejudice to applicable mandatory provisions.
- 17.2. Any dispute concerning the validity, interpretation or implementation of these Terms of Use falls under the jurisdiction of the courts of Brussels, without prejudice to applicable mandatory provisions.
- 17.3. For consumers, the European Commission also provides an [online dispute resolution platform](#).

## **Appendix 1 – Mobile operators without compulsory registration**

See <https://4411.io/nl-be/tarieven> → <https://4411.io/nl-be/diensten/sms-parkeren>

## **Appendix 2 – Transaction Costs**

See <https://4411.io/nl-be/tarieven>

- EUR 0.15 per SMS sent to or received from 4411
- EUR 0.15 per SMS sent to or received from 4242
- EUR 0.25 per Session initiated via the Mobile Application 4411
- EUR 0.25 per Session initiated via the Website
- EUR 0.35 per Session per 24 hrs initiated via automatic number plate recognition
- EUR 0.50 per Session initiated for mobile refuelling
- EUR 0.00 per M-Ticketing Session for De Lijn initiated in any way
- 4% of the Session Cost per M-Ticketing Session for NMBS initiated in any way E.g. (1) If your ticket costs EUR 10.00, the Session Cost will be EUR 10.00 and the Transaction Cost will be EUR 0.40. You therefore pay a total of EUR 10.40. (2) If your ticket costs EUR 9.00, the Session Cost will be EUR 9.00 and the Transaction Cost will be EUR 0.36. You therefore pay a total of EUR 9.36.

## **Appendix 3 – Processing agreement**

The provisions below only apply to Pro Users with a Pro Account to the extent that Be-Mobile acts as processor of personal data on the instructions of the Pro User and no expressly different agreements have been made between Be-Mobile and the Pro User.

- (1) With regard to the processing of personal data by Be-Mobile on behalf of the Pro User in connection with the Terms of Use, the Pro User is the controller and Be-Mobile is the processor within the meaning of EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ('GDPR').
- (2) This processing concerns the following types of personal data: the categories of personal data as described in Article 7 of the Terms of Use.
- (3) This processing concerns the following categories of data subjects: Pro Users, contacts, linked employees or co-workers.
- (4) This processing is carried out for the purpose of implementing the Terms of Use and, where applicable, the provision of Services after the closure of the Pro Account. The processing will have a duration equal to the duration of the Pro Account and will, in principle, be terminated when the Pro Account is closed, unless further Services are provided thereafter.
- (5) The Pro User hereby grants Be-Mobile a general authorisation to engage other processors ('sub-processors'). If the Pro User objects to the appointment or replacement of other processors, either party may terminate the Terms of Use without judicial intervention and without damages

with effect from the date on which the appointment or replacement takes effect. In such a case, the Pro Account will be closed on the same date.

- (6) Be-Mobile will process the personal data exclusively on the written instructions of the Pro User, including with regard to the transfer of personal data to a third country or an international organisation, unless required by a provision of European Union or Member State law to which Be-Mobile is subject; in that case, Be-Mobile will inform the Pro User of this legal obligation before processing, unless the law prohibits such notification for important reasons of public interest.
- (7) Be-Mobile will ensure that persons authorised to process the personal data are bound by a confidentiality undertaking or are legally obliged to maintain confidentiality.
- (8) Be-Mobile will take all measures required under Article 32 GDPR and meets the conditions referred to in Articles 28.2 and 28.4 GDPR for engaging a sub-processor.
- (9) Taking into account the nature of the processing, Be-Mobile will assist the Pro User with appropriate technical and organisational measures, insofar as this is possible, in order to meet the Pro User's obligation to comply with requests to exercise the rights of the data subject as laid down in Chapter III of GDPR.
- (10) Be-Mobile will assist the Pro User in complying with the obligations arising from Articles 32 to 36 GDPR, taking into account the nature of the processing and the information that Be-Mobile has at its disposal.
- (11) When the Pro Account is closed, Be-Mobile will delete all personal data and existing copies thereof with regard to the processing, unless a provision of European Union or Member State law prescribes the storage of such personal data. If the Pro User wishes to receive all personal data relating to the processing, the helpdesk should be contacted before the Pro Account is closed.
- (12) Be-Mobile will make all information necessary to demonstrate compliance with Article 28 GDPR available to the Pro User and will allow and cooperate with audits, including inspections, by the Pro User or another auditor authorised by the Pro User. Be-Mobile will immediately inform the Pro User if it believes that an instruction is in conflict with GDPR or other data protection provisions of the EU or a Member State. An audit may be carried out if Be-Mobile has been notified of this at least three weeks in advance by registered letter, at the most twice per contract year, and on any day (between 9.00 am and 6.00 pm) except for Saturdays, Sundays, days that are a statutory public holiday in the country where Be-Mobile is located, and days on which Be-Mobile is collectively closed for holidays. Audits will be performed at the expense of the Pro User.
- (13) The contact person of the Pro User as stated in the profile settings is deemed by Be-Mobile to be the person responsible for data protection within the Pro User's organisation.