

PIKAWAY TERMS AND CONDITIONS

Deze algemene voorwaarden zijn in het Engels opgesteld. Indien u het Engels niet begrijpt, neemt u contact op met Pikaway (via privacy@pikaway.com) alvorens de applicatie ervan te aanvaarden om een vertaling of een verklaring in het Nederlands te krijgen. Door deze algemene voorwaarden te aanvaarden, verklaart u Engels en de inhoud van deze voorwaarden te begrijpen.

Les présentes conditions générales sont établies en anglais. Si vous ne comprenez pas l'anglais, veuillez prendre contact avec Pikaway (via privacy@pikaway.com) avant d'en accepter l'application pour recevoir une traduction ou une explication en français. En acceptant les présentes conditions générales, vous déclarez comprendre l'anglais et le contenu des présentes conditions générales.

Date of last revision: 10/01/2019

BY ACCESSING OR USING PIKAWAY APPLICATION OR PIKAWAY WEBSITE YOU ARE INDICATING THAT YOU HAVE READ AND THAT YOU UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS OF PIKAWAY AS SET FORTH BELOW (THE "TERMS AND CONDITIONS"). IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE WEBSITE OR THE APPLICATION IN ANY WAY.

These Terms and conditions can be accessed on the Website as well as on the menu of the Application and can be easily downloaded in a PDF format from the Website.

These Terms and conditions are applicable from 10 January 2019 onwards and replace all previous terms and conditions.

These Terms and conditions shall apply to all Users, in addition to any general or special conditions applicable to any kind of product or service offered directly or indirectly on the Application, on the Website, per e-mail or per telephone as the case may be, including products and services offered by third parties and shall overrule any other terms and conditions that do not originate from Pikaway. However, by accepting the application of the Terms and conditions, the User expressly accepts the application of the terms and conditions of the service provider offering its services and/or products on the Application to that User pursuant to provision 10 below.

Subject Matter

PIKAWAY SA/NV, having its registered office at rue du Mail/Maliestraat 50, 1050 Brussels, Belgium and registered with the Crossroads Bank for Enterprises (Brussels), with company number 0712.537.551 (RLE Brussels) (hereinafter referred to as

"Pikaway") has developed an application, called Pikaway, for the offering of routine, booking and payment for all types of mobility solutions (the "Application"). Pikaway will enable Users to search the best route for their travels and to book and pay for all types of mobility solutions (train, bus, taxi, bikes, etc.) they might need for the selected route, as provided in these Terms and conditions. Users may use the Services only in accordance with these Terms and conditions.

1. Definitions

Defined terms in this Agreement shall have the meaning as ascribed to them in this Article 1 or the meaning indicated where they are used.

- "Account" means the personal user account created on the Application by the User upon subscription to the Application, containing Personal Data;
- "Agreement" means the agreement between the User and Pikaway for the use of the Application, the Website and the Services, including those terms and conditions;
- "Application" means the mobile application called Pikaway, managed by Pikaway, which enables Users to receive the Services from Pikaway and to route, book and pay for all types of mobility solutions offered on this application subject to the terms and conditions of this Agreement;
- "Intellectual Property Rights" means all existing and future, registered or unregistered, intellectual, industrial, commercial and all other property and similar rights, in Belgium and elsewhere in the world, including, without being limited to, copyrights (including but not limited to copyrights in computer programs and databases) and all other possible rights in the fields of literature, arts and science; patent rights, rights to know-how or trade secrets, and all other rights on intellectual creations in the field of technology; design rights; trademarks, rights to statutory and commercial denominations, domain names and all other possible rights to signs used in business to distinguish one good or service from another in trade;
- "Personal Data" means all information provided by a User to or collected by Pikaway during the User's use of the Application and during the Services provided by Pikaway as set out in Pikaway's Privacy & Cookie Policy;
- "Pikaway" means Pikaway SA/NV, a company offering mobility sharing solutions, having its registered office at rue du Mail/Maliestraat 50, 1050 Brussels, Belgium and registered with the Crossroads Bank for Enterprises (Brussels), with company number 0712.537.551 (RLE Brussels);
- "Privacy & Cookie Policy" is Pikaway's current Privacy and Cookie Policy which is available <https://www.pikaway.com/>;
- "Service(s)" means the services provided by Pikaway or by any third party through the Application and/or the Website to enable Users to route, book, order and pay for all types of mobility solutions in accordance with the terms and conditions of this Agreement;
- "Terms and conditions" means the agreement between the User and Pikaway for the use of the Service(s) and more generally the Website and/or the Application, as set out in the present terms and conditions;

- “User” is a person who uses the Website or the Application and the Services provided thereon subject to the terms and conditions of this Agreement;
- “Website” means <http://www.pikaway.com/>.

2. Subscription by a User

1. The Application shall be made available to Users upon subscription to the Application. Upon subscription, the User must at least provide their phone number. Other information might be requested by Pikaway and/or a third-party provider, as applicable, to enable the User to book a travel or to enable Pikaway to make the Application and Services available to the User, such as the name, the date of birth, the email address or work and domicile addresses.
2. The User may be able to access the Application with an account they create with a third-party provider or, vice-versa, they may be able to access another application with their Pikaway account. These terms and conditions apply in both cases without prejudice to the application of other terms and conditions from the third-party provider.
3. The User acknowledges that its Account is strictly personal and cannot be used by any third party. The User expressly acknowledges and agrees it is strictly forbidden for Users to give, lend, sell or otherwise transfer its Account to third parties. The User must keep their Account details secure and must not share them with anyone else. The User shall immediately warn Pikaway in case a third party uses its Account following the stealing of its phone, a hacking or any other problem.
4. The User acknowledges and agrees that Pikaway shall at all times retain the right:
 - to request a User to provide additional information and to upload additional documents for identification and verification purposes; and
 - to determine, in its sole discretion, whether or not to approve a User, subject to the eligibility criteria, whether initially or on an ongoing basis during the existence of this Agreement, subject to any other terms and conditions of this Agreement.

3. Use of Services

1. Access to and use of content. You may use the Application and/or the Website to browse, locate, view and pay transportation for your travels. To use the Application and/or the Website, you will need a device that meets the system and compatibility requirements for the relevant content, working Internet access and compatible software.
2. Mobility services offered on the Application. The mobility services offered on the Application may vary and/or be updated. The User expressly acknowledges that Pikaway is in no way whatsoever responsible for such variations and/or updates. All mobility services may not be available at all times or in all locations.

3. **Third-Party Fees.** You are responsible for any access or data fees incurred from third parties (such as your Internet provider or mobile carrier) in connection with your use of the Services.
4. **Updates.** The Application and the Website may need to be updated, for example, for bug fixes, enhanced functions, missing plug-ins and new versions. Such updates may be necessary in order for you to use the Application and/or the Website. By agreeing to these Terms and conditions and using the Application and/or the Website, you agree to receive such updates automatically.
5. **Proof.** Unless otherwise proven, the data registered on the Application and/or the Website form the proof of the purchase of any transportation ticket or any booking by the User.
6. **SMS.** You might receive a SMS message to enable you to use the Application. Standard rates will apply.

4. Absence of user right of withdrawal

By virtue of article VI.53, 13° of the Economic Law Code ("*Code de droit économique*" / "*Wetboek van economisch recht*"), user's right of withdrawal for 14 days is not applicable in the case at hand.

5. User responsibilities and User guidelines

The User undertakes:

- not to use the Website and/or the Application (including the User account) for illegal purposes or purposes that may damage the rights (including intellectual property rights) or interests of Pikaway or any third parties, and in particular not to use the Website and/or the Application to distribute trade secrets, viruses, damaging or illegal information, or information that is distasteful, discriminatory or offensive towards any person;
- not to disrupt access to the Website and/or the Application (including the user account), or to access Pikaway's computer systems, or modify, or use them to transmit computer viruses, hacking attacks, computer worms, etc., or commit misdemeanours likely to be qualified as computer crimes;
- not to use any automatic system or software to extract data from the Application for commercial purposes ("screen scraping") and the User acknowledges that screen scraping of the Application is forbidden;
- comply with these Terms and conditions, the applicable terms and conditions of any third-party offering services that such User uses and all applicable laws and regulations;
- that it has full authority and legal capacity to agree to these Terms and conditions and that it has not been previously suspended or blocked from the Website and/or the Application.

Should the User fail to comply with their obligations, Pikaway reserves the right to prohibit and immediately block access to the Website and/or the Application (including their Account), to prohibit such access without repayment of any tickets

bought or any open balance and to take out proceedings for the payment of compensation.

6. Personal Data, privacy and use of geolocation data

Pikaway considers the protection of Personal Data and privacy of the User extremely important. Pikaway wishes to inform the User and give the User control about what happens with their Personal Data. The Personal Data of the User are protected by Pikaway in accordance with Pikaway's Privacy and Cookie Policy, which is available on <https://www.pikaway.com/> as well as on the menu of the Application, and in accordance with applicable Belgian and European legislation on privacy and data protection. Pikaway's Privacy and Cookie Policy describes how Pikaway collects, uses, communicates, discloses and protects your Personal Data and which cookies Pikaway uses and for which purposes. Not only the User's rights are described therein, but also how the User can exercise them.

7. Prices, purchases and payments

1. The transportation tickets or booking prices are indicated on the Application and on the Website by selecting such tickets. Those prices may vary depending on their use or on the purchase moment. All prices and potential variations will be clearly indicated before the purchase of the concerned ticket(s).
2. All prices are in euros and include VAT and all relevant taxes, rights or other indirect contributions which would be due in application of the relevant legislation.
3. Payments are made by bank card (Visa; Mastercard; Bancontact; Paypal, as the case may be) at the time of the purchase on the Application and/or on the Website.
4. Payments may be subject to the terms and conditions of the applicable third party payment provider. In case of any payment problems, the User can contact Pikaway which shall provide the necessary support as detailed in provision 14 hereinabove.
5. Any costs which could not be generated automatically from the User's credit card (irrespective the reason for such failure), shall be payable by the User to Pikaway within thirty (30) days after the invoice date.
6. The User is responsible to pay all amounts due. In the event of late payments, Pikaway shall be entitled to charge a late payment interest and to deactivate or suspend the Account or to terminate the Agreement, at its discretion. Pikaway shall handle all potential refunds, cancellations, returns and chargebacks when applicable.
7. This Article will survive termination of this Agreement.

8. Liability

This Article will survive termination of this Agreement.

8.1. Pikaway Liability

1. Pikaway shall only be liable to the User for damages or losses directly resulting from Pikaway's breach of the Terms and conditions of this Agreement. Pikaway's total liability shall in no event exceed two thousand five hundred (2,500) EUR and Pikaway shall in no event be liable for any damages or losses incurred or sustained by or imposed upon Pikaway based on, arising out, with respect to or by reason of the User's criminal, wilful or grossly negligent action or omission in the use of the Services or in connection with this Agreement.
2. Pikaway shall in no event be liable to the User for any indirect, consequential, special, or incidental damages, loss, corruption or damages, loss of profits or loss of business for any matter related to these Terms and conditions, the Website, the Application or any Services provided by Pikaway, even if Pikaway was advised of the possibility of such damages or if such possibility was reasonable foreseeable.
3. Nothing in this Agreement shall exclude or restrict the liability of Pikaway for:
 - death or bodily injury caused by its negligence or its wilful misconduct; or
 - fraud.
4. Pikaway shall in no event be liable for any delay or failure to perform any of its obligations under these Terms and conditions (excluding monetary obligations) due to force majeure or any other cause beyond its reasonable control, including but not limited to internet failure, power outage, explosion, fire, war and terrorism.
5. Any exclusion or limitation set forth herein shall apply to the maximum extent permitted by applicable law.

8.2. User Liability

1. The User acknowledges to be liable for any damages, losses and costs arising out its non-compliance with these Terms and conditions.
2. The User expressly undertakes to fully indemnify and hold harmless Pikaway for any and all damages, losses and costs arising out of:
 - a. a criminal or immoral act committed by the User or any other non-compliance with the applicable laws during or through such User's use of the Services;
 - b. the User's non-compliance with these Terms and conditions, or their negligence, gross negligence and wilful misconduct.

3. The User undertakes to cooperate with any investigation or assessment regarding damages, losses or costs arising out these Terms and conditions and any incident relating to its performance.
4. The use of any automated system or software to extract data from the Application or the Website, including scraper bots, is strictly prohibited. Pikaway reserves the right to take such action as it deems necessary to enforce this prohibition, including legal action, without prior formal notice.

9. Disclaimer of warranties

Pikaway does not guarantee, represent, or warrant that the use of the Services will be uninterrupted or error-free, and Users agree that from time to time Pikaway may remove the Services for indefinite periods of time, or cancel the Services at any time, without prior notice to the Users.

The User expressly agrees that their use of, or inability to use, the Services is at their sole risk. The Services and all products and services delivered to the User through the Website or the Application are (except as expressly stated otherwise by Pikaway) provided "as is" and "as available", without warranties of any kind for as far as possible in application of Belgian law, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and noninfringement.

10. Links to third-party websites or services and application of their terms and conditions

1. The Website and/or the Application may contain links to third-party websites or services that are not owned or controlled by Pikaway.

Pikaway has no control over, assumes no responsibility for it, does not warranty the content, privacy policies or practices of any third party websites or services. The User further acknowledges and agrees that Pikaway shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

2. The User expressly agrees that the terms and conditions of the mobility provider that provides them with a transportation service through the Application apply to the use of that transportation service (duration, liability, use, etc.). As such, for example, the following terms and conditions are applicable when the services provided by that service provider are used by a User:

- [De Lijn terms and conditions](#);
- [NMBS/SNCB terms and conditions](#);
- [Poppy terms and conditions](#).

The relevant terms and conditions can also be found on the respective websites of the service providers.

11. Intellectual Property Rights

All Intellectual Property Rights related to the Website, the Application (in object code and source code form), the underlying models and algorithms of the Application and of the Website, Pikaway brand and logo, including any rights, title and interest therein, shall at all times remain the sole and exclusive property of Pikaway and if applicable, its licensors, and the User shall obtain no rights, title or interest (including without limitation Intellectual Property Rights) therein pursuant to these Terms and conditions, except for the limited user rights expressly granted hereunder. In the event, notwithstanding any prohibition thereto, the User modifies or creates derivative works of the Application and/or the Website, Pikaway shall own all rights, title and interest, including any Intellectual Property Rights, in and to such modifications and derivatives and the User hereby assigns any such rights, title and interest, including any Intellectual Property Rights, in such modifications and derivatives to Pikaway at no cost to the latter.

The User agrees: (1) not to remove any intellectual property notices in the Application and on the Website; (2) not to sell, transfer, rent, lease, grant access or sub-license the Application and the Website to any third party; (3) not to alter or modify the Application and the Website; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Application and the Website; (5) not to prepare derivative works from the Application and the Website and (6) not to use or register the brand "Pikaway".

Pikaway cannot be held responsible for any abusive or fraudulent use of its name, its logo, its brand or their addresses.

12. Termination

1. Either party may terminate this Agreement upon one (1) day notice via Pikaway's Customer Support or via privacy@pikaway.com.
2. Pikaway shall at all times be entitled, at its discretion, immediately or temporarily, to deactivate or suspend an Account or to terminate the Agreement immediately upon notice via Pikaway's Customer Support or via privacy@pikaway.com if one of the following events occur, or if Pikaway has reasonable reasons to believe such event occurred:
 - the User commits a criminal or immoral act or any violation of the applicable laws during or through such User's use of the Services or
 - in general, the User does not comply with the terms and conditions of this Agreement, irrespective whether by negligence, gross negligence, wilful misconduct or otherwise.
3. In case of deactivation or suspension of the Account or termination of the Agreement, the User shall no longer be entitled to use the Application and the Services for the duration of such deactivation or suspension, as the case may be.

13. General provisions and jurisdiction

1. The User accepts that Pikaway shall have the right to notify the User per pop-up of any changes to these Terms and conditions. The User cannot continue using the Application, the Website and Services following the effective date of a change without prior acceptance of such change. The User shall at all times (in case of non-agreement) be entitled to terminate the Agreement upon one (1) day notice in accordance with Article 12.1 of this Agreement.
3. If any provision in these Terms and conditions is invalid or unenforceable or contrary to applicable law, such provision shall be automatically limited or altered in order to render it valid or enforceable to the maximum extent permitted under applicable law, and all other provisions of this Agreement shall remain in effect.
4. The mere fact that Pikaway does not invoke, at any given time, one provision of these Terms and conditions cannot be interpreted as a waiver to use and invoke that provision.
5. These Terms and conditions are governed by and construed in accordance with Belgian law and any dispute relating thereto must be submitted to the exclusive jurisdiction of the courts of Brussels.

14. Questions

1. If you have any further questions about these Terms and conditions or their implementation or if you need support with the use of the Application, please contact Pikaway by email at privacy@pikaway.com.
2. Pikaway will answer your questions or complaints relating to these Terms and conditions, the use of the Application, the purchase of tickets (including their payment) or the booking of services.
3. For questions or complaints directly related to the services performed by the third party service providers, please contact directly the customer service of the concerned service provider as detailed in their terms and conditions (for example in case of problems in busses or trains traffic, in case of a strike, in case of a problem with a bike, if your bike is stolen or broken, if you have an accident, etc.).

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