

# CONDITIONS OF USE OF THE WEBSITE OR DIGITAL PLATFORM

## 1. PURPOSE

The purpose of this Website or Digital Platform (the 'Site' or 'Platform') is to offer the user long-term vehicle lease services and financial lease contracts for bicycles or bicycle sharing systems ('Services'). It allows the creation of lease offers and can be used to complete all the steps up to the conclusion of the lease contract.

This Site ([www.bilprivatelease.lu](http://www.bilprivatelease.lu)) is the property of Axus Luxembourg S.A., acting under the trade name ALD Automotive, a company under Luxembourg law, located at 270 route d'Arlon in L-8010 Strassen and registered with the Luxembourg Register of Companies under number B23299.

These conditions (the 'Conditions') govern the user's ('user', 'you', or 'your') access to and use of the content provided by Axus Luxembourg S.A. ('ALD', 'we', 'our') on the Site. They apply to all users of the Site.

By accessing and using this Site, the user acknowledges to have read and understood these Conditions and accepts to abide by its provisions.

## 2. USE

ALD decides fully autonomously whether or not you are authorised to use its Site. Under the same conditions, ALD may, at any time, temporarily or permanently deny a user access to its Site. Such a decision does not need to be motivated and can under no circumstances give rise to any compensation payable by ALD.

The Services provided are not transferable to third parties (in the broadest sense of the term, including subsidiaries, subcontractors, etc.) without prior express written consent of ALD.

Minors (those aged under 18 years) are not permitted to use the Site.

### Security/password

An account is personal and non-transferable.

The user undertakes to keep their personal identification code (username and password) secret and is solely responsible for the use of their username and password.

At the end of each session, the user is required to sign out of the Site to avoid any access by third parties.

The use of the Site implies the incorporation into ALD's database of all the requested data and the acknowledgement of receipt of all messages sent to you by ALD.

All data and information entered on the Site becomes the property of ALD.

#### Service Conditions

The Services offered are subject to the general and special terms and conditions for the Services.

#### No illegal or forbidden use

The user agrees to not use the Site or the content provided on or through the Site for illegal purposes or purposes forbidden by these Conditions.

### **3. MODIFICATIONS TO THE CONDITIONS OF USE**

ALD reserves the right to modify, at any time and without notice, the conditions of use of the Site or its content.

The modified conditions of use will be published on the Site.

They will automatically enter into force 14 days after publication on the Site. This date must be included at the bottom of the conditions of use. Before the end of this period, the previous conditions of use shall remain in force and can be read on the Site.

### **4. SITE AVAILABILITY, SUSPENSION AND TERMINATION OF USE OF THE SITE**

ALD may, at any time and without notice, suspend access to and use of the Site (i) to carry out repair or maintenance work, (ii) to update and/or modify the Content as necessary and (iii) in the event ALD deems that you or anyone else who has become aware of your password are likely to violate these Conditions.

ALD cannot guarantee that all functions of the Site will be available at all times, free of any errors or interruptions, or that any such errors or interruptions will be repaired immediately.

ALD may terminate access to and use of the Site if for some reason ALD stops providing the Site. ALD will make all reasonable efforts to inform you of this as soon as possible, indicating the reason for the termination. In this case, you will maintain the right to contact the webmaster.

Under no circumstances can the user claim damages or financial compensation for any reason whatsoever.

### **5. RESPONSIBILITY**

The user is fully and solely responsible for their use of the Site.

ALD is not responsible for any direct or indirect damage arising from the use of the Site.

In addition, ALD accepts no (direct or indirect) liability in the event of (temporary) interruption, malfunctioning or unavailability of the Site. In this regard, the ALD cannot be held liable in any way, even in the event of indirect damage.

You will be solely responsible for damage to your computer system or loss of data resulting from downloading data.

The limitations and/or exclusions of liability for the ALD stated above apply where possibly under applicable law.

In the event of violation of these Conditions, ALD reserves the right to deny access to the Site, without prejudice to the right of ALD or any third party to claim damages and interest for any direct and indirect damage incurred as a result of the violation.

You will, upon request, absolve ALD from any liability in the event of a claim by a third party and compensate ALD for any losses, costs, actions, procedures, complaints, damages, expenses (including reasonable legal fees and expenditure) or liability, sustained or incurred directly or indirectly by ALD resulting from your access to or use of the Site or violation of or failure to comply with these Conditions.

## **6. INTELLECTUAL PROPERTY**

The use of the Site does not grant the user any right to the Site and/or its Content.

The user acknowledges that the Site contains text, drawings, photographs, films, images, data, databases, software, brands, logos, company names, trade names and domain names and other elements protected by intellectual property rights belonging to ALD or third parties.

The name, concept and all elements making up the Services (including the databases) that ALD temporarily makes available are the exclusive property of ALD and can in no way be reproduced, copied or used in violation of these conditions by the user.

The copying, transfer or disclosure of data, access codes and/or passwords by the user to third parties is strictly forbidden and exposes the user to civil and penal prosecution.

The creation of a link to the Site, any embedding of the Site and more generally any use of an element of the Site is subject to prior, written and express authorisation from ALD.

## **7. PROTECTION OF PERSONAL DATA**

ALD processes the personal data of each user in strict compliance with the following principles:

- The applicable law and in particular the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.
- The personal data protection policy which is published on the Site and/or can be obtained by sending a request to the following email address: [lu.privacy@aldautomotive.com](mailto:lu.privacy@aldautomotive.com).

By using this Site, you acknowledge to have read the above policy.

## **8. MISCELLANEOUS PROVISIONS, APPLICABLE LAW AND JURISDICTION**

Should all or any of the above provisions become null and void, invalid or unenforceable, this shall in no way affect the validity of all of these Conditions of use. In such a case, the provision in question shall be deemed not to have been written and the user accepts that ALD replaces the provision with one that most closely approximates the purpose of the original provision.

Any conflict arising from or in connection with the use of this Site and its conditions of use, is subject to Luxembourg law.

In the event of a dispute or disagreement, only the courts of Luxembourg shall have jurisdiction, unless mandatory legal provisions do not accept such jurisdiction.

The parties agree that digital communication between them shall have the same legal effect as written communication.

Last updated: 21/11/2019

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