

THE USE OF THE ROAD NETWORK BY VEHICLES WILL, AS OF 1 APRIL 2016, BE SUBJECT TO PAYMENT OF TOLL. CONSEQUENTLY, ALL PROVISIONS OF THESE GENERAL TERMS AND CONDITIONS WHICH ARE STRICTLY RELATED TO THE COLLECTION, INVOICING AND PAYMENT OF TOLL WILL ONLY APPLY AS OF 1 APRIL 2016.

CLAUSES OF THESE GENERAL TERMS AND CONDITIONS PRECEDED BY THE STATEMENT "FOR CONSUMERS ONLY" ARE APPLICABLE TO CONSUMERS ONLY.

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1. DEFINITIONS

As used in these General Terms and Conditions, the following words and expressions shall have the meaning set out below:

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| Additional Services | The services provided by Satellic upon request of the User, as described in clause 6. |
| Brussels Road Pricing Ordinance | Brussels Ordinance of 29 July 2015 creating a road pricing toll in the Brussels Capital Region for heavy vehicles meant or used for the transportation of goods by road, and replacing the Eurovignet (Official Gazette d.d. 12 August 2015), as amended from time to time. |
| Consumer | A consumer as meant in art. 1.1, 2° of the Belgian Code of Economic Law. |
| Emission Class | The class of a vehicle in function of its emission limits, as described in Annex I of Directive 1999/62/EU of the European Parliament and of the Council of 17 June 1999 on the charging of heavy goods vehicles for the use of certain infrastructures (as amended from time to time). |
| Fast-Track Account | A User Account as meant in clause 3.3. |
| Fixed Install Guide | The manual (as amended from time to time), available on Satellic's Website, for permanently connecting an On Board Unit to a Vehicle's internal electricity network. |
| Flemish Road Pricing Decrees | Flemish Decree of 3 July 2015 creating the road pricing toll, abrogating the eurovignet toll and amending the Flemish Fiscal Code of 13 December 2013 (Official Gazette d.d. 10 August 2015), as amended from time to time; and Decree of the Flemish Government of 17 July 2015 amending the Flemish Fiscal Code of 13 December 2013 (Official Gazette d.d. 10 August 2015), as amended from time to time. |
| General Terms and Conditions | These terms and conditions, as amended from time to time in accordance with clause 19.3. |
| Gross Combination Weight Rating (GCWR) | The maximum operating weight of an articulated Vehicle, as meant in the Road Pricing Regulations (called " <i>maximale toegelaten Massa van de slepen</i> " in Dutch, " <i>mass maximale du Train</i> " in French and " <i>maximal zulässiges Gesamtgewicht des Fahrzeuggespanns</i> " in German.). |
| Guaranteed Payment Method (GPM) | A means of payment for Toll by the User to Satellic, as described in clause 7.2(a). |
| OBU Deposit | The refundable, non-interest bearing, security deposit of EUR 135 , to be paid by the User to Satellic for obtaining and using an On Board Unit, as described in clause 5.2. |
| OBU Handbook | The user manual (as amended from time to time), available on Satellic's Website, regarding – amongst others – the installation and use of On Board Units and the (use and functioning of) the Road Charging System. The Quick Start Guide is part of the OBU Handbook. |
| OBU PIN | The unique and personal PIN-code of an On Board Unit, as meant in clause 5.2(d). |

USER CONTRACT - GENERAL TERMS AND CONDITIONS

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| Official Gazette | Belgisch Staatsblad (B.S.)/Moniteur belge (M.B.) |
| On Board Unit (OBU) | Electronic device, to be installed by the User in a Vehicle in accordance with the Quick Start Guide, and intended (i) to register and process which distances the Vehicle is covering on which roads of the Road Network, and (ii) – upon request of the User – to be used for providing Additional Services. |
| Payment Period | A period of 14 consecutive calendar days. |
| Quick Start Guide | The concise manual for the installation of an On Board Unit in a Vehicle, included in the blister of On Board Units. The Quick Start Guide is part of the OBU Handbook. |
| Toll Charging Authorities | The toll charging authorities as defined in the Road Pricing Regulations (called “ <i>tolheffende instantie</i> ” in Dutch, “ <i>percepteur de péages</i> ” in French). |
| Road Charging System | The electronic system for applying, calculating, collecting and disbursing the Toll for the benefit of the Toll Charging Authorities. |
| Road Network | The entire Belgian road network, irrespective of the applicable Toll rate. |
| Road Pricing Regulations | The Flemish Road Pricing Decrees, the Walloon Road Pricing Decree and/or the Brussels Road Pricing Ordinance. |
| Road User Portal (RUP) | The internet portal for Users provided by Satellic, accessible by using the User’s username and password. |
| Satellic | Satellic NV, a limited liability company organised under the laws of Belgium, with registered number 0556.799.596 and having its registered office at 1831 Diegem, Leonardo Da Vincilaan 19 – Airport Plaza. |
| Satellic’s Website | The website of Satellic (URL: www.satellic.be). |
| Service Point | A service point, located in- or outside Belgium, where Users can register a User Account, obtain and return On Board Units, provide Guaranteed Payment Methods and consult the General Terms and Conditions. A list of all Service Points and a map of their location is available at Satellic’s Website. |
| Standard Account | A User Account as meant in clause 3.2. |
| Toll | Road pricing toll for the use of the Road Network, as described in the Road Pricing Regulations (called “ <i>tol</i> ” or “ <i>kilometerheffing</i> ” in Dutch, “ <i>prélèvement kilométrique</i> ” in French). |
| User | The person or entity who enters into the User Contract with Satellic or on whose behalf the User Contract is entered into. |
| User Account | Standard Account or Fast-Track Account. |
| User Account Registration Process | The process to create a User Account, as described in clause 3. |
| User Contract | The agreement – consisting of (1) the General Terms and Conditions (2) OBU Handbook (3) Fixed Install Guide and (4) the data and information provided by the User to Satellic during the User Account Registration Process, which are mutually explanatory and are to be read together – entered into by the User and Satellic related to the |

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| | use of the Road Charging System by the User. |
| Vehicle | A vehicle liable for Toll under the Road Pricing Regulations. |
| Viapass | The inter-regional entity Viapass – incorporated by the Flemish Region, the Walloon Region and the Brussels-Capital Region – with registered office at 1000 Brussels, Arenbergstraat 1D. |
| Walloon Road Pricing Decree | Walloon Decree of 16 July 2015 creating a road pricing toll for road usage by heavy vehicles (Official Gazette d.d. 28 July 2015), as amended from time to time. |

2. **ROLE AND CAPACITY OF SATELLIC REGARDING TOLL AND ROAD PRICING REGULATIONS**

- (a) As of 1 April 2016, the use of the Road Network by Vehicles is – according to the Road Pricing Regulations – subject to payment of Toll, to be calculated and paid by means of the Road Charging System. Satellic has been appointed by Viapass as the “Single Service Provider” or “SSP” (called the “*aangewezen dienstverlener*” in Dutch and the “*prestataire de services désigné*” in French) – in the sense of the Road Pricing Regulations – responsible for the design, build, finance, maintenance and operation of the Road Charging System.
- (b) Regarding the Toll (collection), Satellic is – in accordance with the Road Pricing Regulations – (amongst others) vis-à-vis the Users responsible for:
- (i) entering into a user contract with every Vehicle user – without discrimination – who requests Satellic to do so;
 - (ii) providing On Board Units to the users, capable of sending and receiving wireless signals containing data required for the calculation of Toll due by the users;
 - (iii) registering the distances travelled by Vehicles (equipped with a properly installed and working On Board Unit) on the Road Network and calculating the applicable Toll, by making use of the (wireless signals sent and received by the) On Board Unit;
 - (iv) (electronically) sending daily statements to the Toll Charging Authorities (even if no (segments of) kilometers have been registered for a certain Vehicle on the relevant day) showing (1) the amount of kilometers or segments of kilometers recorded by the On Board Unit during the previous calendar day, (2) the movement data, (3) the licence plate number, (4) the Emission Class and the Gross Combination Weight Rating of the Vehicle and (5) the Toll due by the users;
 - (v) collecting Toll from the users on behalf of the Toll Charging Authorities, by means of Guaranteed Payment Methods;
 - (vi) transferring Toll due by the users, to the Toll Charging Authorities.
- (c) **The User expressly agrees and accepts that:**
- (i) **the electronic registration of the On Board Unit constitutes evidence of the passage and distances covered by the Vehicle in which it is installed;**
 - (ii) **Satellic merely acts as executor of the Road Pricing Regulations and cannot be held liable for the contents thereof, nor for the applicable Toll tariffs and rates. Any complaints regarding the Road Pricing Regulations and the applicable Toll tariffs and rates have to be addressed to the competent authorities.**
- (d) For the entire duration of the User Contract and provided and to the extent that the User Contract has not been suspended in accordance with clause 15, any Toll due by the User for using the Road Network:
- (i) will have to be paid by the User to Satellic; and
 - (ii) can only be claimed by the Toll Charging Authorities from Satellic.
- (e) The attention of the User is drawn to the fact that it is prohibited to provide the services mentioned in clause 2(b) without prior permission of the Toll Charging Authorities. Such permission:
- (i) has been granted to Satellic; and
 - (ii) will be granted by the Toll Charging Authorities to all service providers who have entered into an agreement with the Toll Charging Authorities and are registered by Viapass in accordance with the regulations.

3. USER ACCOUNT REGISTRATION PROCESS

3.1. General provisions regarding Standard Accounts and Fast-Track Accounts

(a) In order to make use of:

- (i) the Road Charging System; and
- (ii) if desired by the User, the Additional Services provided by Satellic;

the User must create a User Account.

(b) **The User acknowledges and agrees that:**

- (i) **by creating a User Account and completing the User Account Registration Process, a User Contract with Satellic – subject to these General Terms and Conditions – is concluded and enters into force;**
- (ii) **creating a User Account and completing the User Account Registration Process imply obligations to pay to Satellic; and**
- (iii) **unless provided otherwise, any changes made by the User to the data in its User Account (including, but not limited to, changes regarding the User's choice of language or the User's identification data) will only become effective as of the Payment Period following the Payment Period during which such changes have been made.**

3.2. Standard Account

(a) In order:

- (i) to be entitled to make use of the Road Network (after proper installation of the On Board Unit, in accordance with clause 5.3, and after provisioning of sufficient Guaranteed Payment Methods, in accordance with clause 7.2); and
- (ii) to be able (amongst others) to:
 - make use of the Road User Portal;
 - obtain and return On Board Units;
 - provide (additional) Guaranteed Payment Methods;
 - manage the data in its Account;
 - couple or decouple On Board Units to or from a certain Vehicle;
 - opt to receive paper invoices;
 - order and make use of Additional Services;

the User must create (on Satellic's Website or at a Service Point) and maintain a "standard account".

(b) To create a Standard Account, the following data User identification data must be provided by the User:

- name or company name;
- address;
- e-mail address;
- VAT number (if applicable);
- IBAN bank account number; and
- a username and password.

(c) To register a Vehicle the following Vehicle identification data must be provided by the User:

- country of registration of the Vehicle;
- licence plate number;
- Gross Combination Weight Rating or the other maximum operating weight of a Vehicle, as meant in the Road Pricing Regulations; and
- Emission Class.

(d) The Vehicle identification data, as mentioned in clause 3.2(c), must be supported with written evidence, issued by the competent authorities. Such evidence must be:

- (i) scanned and uploaded on the Road User Portal, in case of registering on Satellic's Website;

or

- (ii) scanned and submitted at the Service Point, in case of registering at a Service Point.

An indicative list of types of documents that will be accepted as sufficient evidence of the required Vehicle identification data and an overview to determine the Vehicle weight to register, as meant in the Road Pricing Regulations, are available on Satellic's Website.

- (e) Without prejudice to clause 4, the User must ensure and certify that the details and documents provided to Satellic during the registration process are at all times true, correct and complete. Any changes to the provided details or documents, must immediately be provided by the User to Satellic via the Road User Portal or via a Service Point.

3.3. Fast-Track Account

- (a) In case of registering a User Account at a Service Point, the User can also opt to create a temporary "Fast-Track account".

Creation of a Fast-Track Account allows the User to obtain an On Board Unit (in accordance with clause 5.3) and to provide Guaranteed Payment Methods (in accordance with clause 7.2) and – subsequently – to make use of the Road Network.

As long as a Fast-Track Account has not been converted into a Standard Account, the User will not receive invoices in accordance with clause 8.

- (b) To create a Fast-Track Account, only the Vehicle identification data as mentioned in clause 3.2(c), as well as the supporting written evidence mentioned in clause 3.2(d), must be provided by the User.
- (c) Fast-Track Accounts must – within 15 calendar days after creating the Fast-Track Account – be converted into Standard Accounts by:
 - (i) upgrading the Fast-Track Account to a Standard Account via the Road User Portal;
 - (ii) merging the Fast-Track Account with an already existing Standard Account via the Road User Portal.

- (d) Without prejudice to clause 4, the User must ensure and certify that the details and documents provided to Satellic during the registration process are at all times true, correct and complete. Any changes to the provided details or documents, must immediately be provided by the User to Satellic via the Road User Portal or via a Service Point.

4. VERIFICATION OF VEHICLE IDENTIFICATION DATA AND SUPPORTING EVIDENCE

- (a) The Vehicle identification data and supporting evidence, provided by the User during the User Account Registration Process in accordance with clauses 3.2(c) and 3.2(d) (in case of a Standard Account) or clause 3.3(b) (in case of a Fast-Track Account), will be verified by Satellic after completion of the User Account Registration Process.

- (b) If:

- (i) the provided country of registration of the Vehicle or the licence plate number of the Vehicle is not readable, incorrect or missing, the On Board Unit linked to that Vehicle will be disabled with immediate effect;
- (ii) the provided Gross Vehicle Weight Rating is not readable, incorrect or missing, the Vehicle will be deemed to have a Gross Vehicle Weight Rating of more than 32 tons;
- (iii) the provided Emission Class of the Vehicle is not readable, incorrect or missing, the Vehicle will be deemed to fall within the "other emission classes"-category;

up and until the User corrects the provided data and/or – as appropriate – submits the readable, correct or missing written documentation via the Road User Portal or at a Service Point and the corrected data or supporting evidence has or have been verified by Satellic within up to maximum one working day.

- (c) The User acknowledges and accepts that Satellic will in no event be obliged to recalculate and refund any Toll paid or due by the User, calculated in accordance with clause 4(b) due to any unreadable, incorrect or missing data or supporting evidence.
- (d) Without prejudice to clauses 3.2(e) and 3.3(d), any changes to the Vehicle identification data of a registered Vehicle must immediately be notified to Satellic via the Road User Portal or at a Service Point.

5. ON BOARD UNIT(S)

5.1. General provisions

- (a) **The User expressly acknowledges that each Vehicle, in order to be allowed to make use of the Road Network, must be equipped with a properly installed and working On Board Unit (i.e. an On Board Unit showing a green light) at all times while driving in Belgium. While using the Road Network, the User must ensure – via the human-machine-interface of the On Board Unit (i.e. the lights and the text messages shown on the display of the On Board Unit) – that the On Board Unit effectively registers the distances covered by the Vehicle in which it is installed.**
- (b) Notwithstanding clause 5.1(c), On Board Units provided to the User are and will remain Satellic's property at all times.
- (c) For the duration of the User Contract, a right of retention ("*retentierecht*" in Dutch, "*droit de rétention*" in French) on the On Board Unit is granted to the User, allowing the User to keep the On Board Unit in its possession if and as long as Satellic fails to comply with one of its obligations under the User Contract (provided that the relevant obligation is due and payable).
- (d) The User expressly accepts and agrees that On Board Units issued to a User by Satellic:
 - (i) are personal to that User;
 - (ii) may only be used for the purposes of the Road Charging System and the Additional Services ordered by the User;
 - (iii) may only be used in the Vehicle that is coupled to that On Board Unit and
 - (iv) may – without prior approval of Satellic – not be assigned, leased, sold, lend or otherwise made available to any third party.

5.2. Obtaining of On Board Units – Payment of OBU Deposit

- (a) On Board Units can be ordered:
 - (i) via the Road User Portal; or
 - (ii) at Service Points, limited to 1 On Board Unit per order.
- (b) On Board Unit(s) ordered:
 - (i) via the Road User Portal, will be delivered by Satellic to the User by mail, as soon as reasonably possible after payment of the OBU Deposit;
 - (ii) at a Service Point, will be delivered by Satellic to the User at that Service Point, immediately after payment of the OBU Deposit.
- (c) On Board Units delivered to the User will be accompanied by the Quick Start Guide.
- (d) On Board Units are protected with a unique and personal PIN-code, than can be found:
 - (i) on the Road User Portal, in case of order placement via the Road User Portal.
 - (ii) on the receipt of the OBU Deposit, in case of order placement at a Service Point.

The OBU PIN must be kept confidential at all times and is needed for:

- (i) upgrading a Fast-Track Account to a Standard Account;
- (ii) merging a Fast-Track Account with an existing Standard Account; and
- (iii) top up the User's prepayment balance (in case of use of the pre-paid regime, as meant in clause 7.2(a)(ii)), managing Vehicle data and returning On Board Units to Satellic via Service Points.

5.3. Installation and use of On Board Units

- (a) **The On Board Unit must –while driving in Belgium – at all times be installed in the Vehicle and be used strictly in accordance with the Road Pricing Regulations, the instructions set out in the OBU Handbook and with due care.**
- (b) On Board Units may be connected permanently to the Vehicle's internal electricity network (i.e. fixed installation), in accordance with the installation instructions set out in the Fixed Install Guide. In order to permanently connect an On Board Unit to a Vehicle's internal electricity network, the On Board Unit's external power cable and – if required – rechargeable battery may be removed. Satellic recommends to have the fixed installation carried out by a certified technician. A list of such certified technicians is published on Satellic's Website.
Except for removing the rechargeable battery and the external power cable in case of a fixed

installation, the seals of the On Board Unit may in no event be opened or removed.

Satellic can in no event be held responsible for the permanent connection of the On Board Unit to the Vehicle's internal electricity network, nor for other services performed by third parties on the On Board Unit.

The attention of the User is specifically drawn to the instructions set out in the Fixed Install Guide for the use of On Board Units in Vehicles intended for transportation of dangerous goods.

(c) Without prejudice to the instructions set out in the OBU Handbook:

- (i) the User must, while making use of the Road Network, ensure that the On Board Unit shows a green light at all times;
- (ii) if the On Board Unit is deactivated (i.e. no lights show and no message is shown on the display), it must be activated by connecting the On Board Unit to the Vehicle's cigarette lighter plug or another suitable power source and by pressing the ✓-button;
- (iii) if the On Board Unit gives a warning limit (i.e. the On Board Unit shows a red light or displays an error message), the User must (as appropriate):
 - act in accordance with the instructions shown on the display of the On Board Unit; or
 - contact customer support of Satellic, and follow further instructions given by Satellic.

Such instructions can imply (amongst others):

- provide additional and/or sufficient Guaranteed Payment Methods; and/or
- go as soon as possible, and at the latest within three hours as from the moment the instruction has been given, to the nearest Service Point.

In order to avoid any misunderstanding, it is clarified that:

- (i) the red light is the upper light on the On Board Unit; and
- (ii) the green light is the bottom light on the On Board Unit.

(d) In case of loss or theft of an On Board Unit:

- (i) the User must inform Satellic via the Road User Portal or Satellic's customer support without undue delay;
- (ii) any Toll incurred prior to the notification to Satellic of the loss or theft of the On Board Unit, will be due by the User;
- (iii) Satellic will, without undue delay after receipt of the notification that an On Board Unit has been lost or stolen, deactivate the On Board Unit;
- (iv) Satellic is irrevocably entitled to retain the relevant OBU Deposit, unless the On Board Unit is returned undamaged to Satellic – in accordance with clause 5.5 and at the latest within 30 calendar days as from the notification to Satellic of the loss or theft of the On Board Unit – after all; and
- (v) the User will be obliged to obtain another On Board Unit before being entitled to make use of the Road Network again.

(e) Any damage to an On Board Unit, ordinary wear and tear excepted, caused while in the possession of the User, will vis-à-vis Satellic be deemed to have been caused by the User, it being understood that removal of the On Board Unit's rechargeable battery and external power cable in accordance with clause 5.3(b), will not be considered as damage to the On Board Unit.

(f) The User is entirely aware of and responsible for the possible risks related to installing or operating an On Board Unit while driving the Vehicle.

(g) **The amount of Toll due for a journey, as shown at the display of the Vehicle's On Board Unit during the journey, is shown for information purposes only and does not constitute a legally binding tax or fee statement.**

Toll is due immediately after making use of the Road Network.

5.4. Software updates, maintenance and required activation

(a) In order to allow Satellic to update the software installed on the On Board Units, the User – irrespective of its whereabouts in Belgium or abroad – is obliged to regularly, and at least once every three months, activate its On Board Unit(s) in accordance with the instructions set out in the OBU Handbook.

If an On Board Unit has not been activated (in accordance with the instructions set out in the OBU Handbook) for an uninterrupted period of at least 3 years:

- (i) the On Board Unit will be considered to be lost;
- (ii) the User Account with regard to the relevant On Board Unit will be deactivated; and
- (iii) Satellic is irrevocably entitled to retain the OBU Deposit, even if the On Board Unit is returned to Satellic afterwards.

- (b) The User shall, at Satellic's first request, always reasonably cooperate with Satellic. This obligation to cooperate includes, but is not limited to, granting Satellic access to the Vehicle in which the On Board Unit is installed, in order to allow Satellic to verify the proper installation and functioning of the On Board Unit and to repair any defects or anomalies.

5.5. Returning On Board Units to Satellic

- (a) On Board Unit(s) issued to the User can be returned to Satellic:

- (i) at a Service Point, limited to 1 On Board Unit at a time; or
- (ii) by mail, in accordance with the instructions provided at the Road User Portal.

Returned On Board Unit(s) must be in good working order and undamaged be returned to Satellic. It being understood that On Board Units that have been permanently connected to the Vehicle's internal electricity network in accordance with clause 5.3(b), may be returned to Satellic without the external power cable and rechargeable battery.

Any costs and risks related to returning On Board Units to Satellic by mail, will have to be borne by the User.

- (b) Upon receipt by Satellic of (a) returned On Board Unit(s) in accordance with clause 5.5(a), Satellic will – without undue delay – verify the state and functioning of the returned On Board Unit(s) and will notify the User of its findings. If:
- (i) the On Board Unit is found to be in good state, ordinary wear and tear excepted, the OBU Deposit will be refunded to the bank account indicated by the User;
 - (ii) the On Board Unit is not found to be in good state or is found to be damaged or defective in any way, Satellic will automatically be entitled to retain the entire OBU Deposit.

6. ADDITIONAL SERVICES

[Not yet applicable]

7. PAYMENT METHODS

7.1. Payment of OBU Deposit

- (a) The OBU Deposit must be paid by the User to Satellic, at the User's discretion:
- (i) in cash, in case of order placement at a Service Point;
 - (ii) by credit card or fuel card, in case of order placement at a Service Point or via Satellic's Website; or
 - (iii) by bank transfer, in case of ordering multiple On Board Units via Satellic's Website.
- (b) An acknowledgement of receipt of the OBU Deposit will be:
- (i) delivered to the User at the Service Point, in case of payment of the OBU Deposit at a Service Point;
 - (ii) available via the Road User Portal, in case of order placement via Satellic's Website or via the Road User Portal.

7.2. Payment of Toll

- (a) Toll must be paid by the User to Satellic, at the User's discretion:
- (i) by means of one of the following post-paid methods (*post-paid regime*):
 - by credit card; or
 - by fuel card; or
 - (ii) by means of advance payments (*pre-paid regime*), to be made:

- in cash (only in case of payment at a Service Point); or
- by credit card or fuel card.

(b) In case of use of the post-paid regime (as meant in clause 7.2(a)(i)):

- (i) the User irrevocably authorizes Satellic to charge the total amount of Toll, as well as any other amounts, due by the User to Satellic in a certain Payment Period to the provided credit or fuel card at the end of that Payment Period;
- (ii) Satellic is entitled to:
 - pre-authorize the provided credit card or fuel card up to an amount representing the Toll due by the Vehicle(s) to cover a distance of 300 kilometers, based on the weighted average of the maximum tariffs applicable to the registered Vehicle(s) class in the 3 Belgian Regions (i.e. the Flemish Region, the Walloon Region and the Brussels-Capital Region); and
 - to take an additional pre-authorization up to the same amount if (1) the previous pre-authorization on the credit card or fuel card of the User has been expired or (2) the amount of Toll, as well as any other amounts, due by the User to Satellic in the relevant Payment Period exceeds the amount of the previous pre-authorization(s);
- (iii) if (1) the User opts for payment with a credit card and (2) the remaining pre-authorized amount drops below EUR 7 and Satellic is unable to take an additional pre-authorization in accordance with clause 7.2(b)(ii), the User will be warned, by means of a message shown on the display of the On Board Unit, that the Guaranteed Payment Method becomes insufficient;
- (iv) if any amounts payable to Satellic cannot be charged to the credit card or fuel card provided by the User, an administrative charge, according to the prevailing rate as published on Satellic's website, will have to be paid by the User.

(c) In case of use of the pre-paid regime (as meant in clause 7.2(a)(ii)):

- (i) the prepayment balance will be shown on the display of the On Board Unit, for information purposes only, and will be amended automatically and in real-time in function of the distance travelled by the Vehicle in which the On Board Unit is installed on the Road Network;
- (ii) before each use of the Road Network, the User must check whether the prepayment balance is sufficient for the intended journey;
- (iii) the prepayment balance does not generate any interests;
- (iv) the User will be warned, by means of a message shown on the display of the On Board Unit, if the prepayment balance is less than EUR 50,00.

(d) **Prior to each use of the Road Network, sufficient Guaranteed Payment Methods must be provided by the User.**

7.3. Payment of Additional Services

The price for Additional Services, as well as the price for any other services provided by Satellic under the User Contract, must be paid with Guaranteed Payment Methods.

7.4. Accepted credit cards and fuel cards

A list of the credit cards, fuel cards and debit card service providers that will be accepted by Satellic, is made available on Satellic's Website.

7.5. Repayment of amounts non-due

Any amounts paid, but not due, by the User to Satellic will be repaid by Satellic to the User:

- (i) without undue delay;
- (ii) without interests; and
- (iii) to the bank account indicated by the User.

8. INVOICING

(a) At the end of each Payment Period, for each Vehicle registered in the User Account of the User, an invoice will be made available on the Road User Portal, showing:

- (i) the total amount of Toll incurred by that Vehicle in the relevant Payment Period;
- (ii) the point in time and location of any Toll incurred by that Vehicle in the relevant Payment Period, unless the User decides otherwise;
- (iii) the relevant composition of the Toll incurred by that Vehicle in the relevant Payment Period;
- (iv) the Price for Additional Services related to that Vehicle;
- (v) any other amounts related to that Vehicle due by the User to Satellic;
- (vi) the prepayment balance (in case of use of the pre-paid regime) of the User or the total amount that will be charged to the provided credit card or fuel card (in case of use of the post-paid regime);
- (vii) the outstanding balance, if any, due by the User to Satellic after attribution of the Guaranteed Payment Methods

At the end of each Payment Period, an e-mail will be sent to the User, allowing the User to consult and download its invoice(s) for the relevant Payment Period.

If a User has registered different Vehicles in its User Account, the User can opt (via the Road User Portal) to receive one combined invoice for all its Vehicles, showing – per registered Vehicle – all data mentioned in this clause 8(a).

- (b) Invoices as meant in clause 8(a) can, within a period of 12 months as of the end of the relevant Payment Period, be consulted and downloaded via the Road User Portal. It is the sole responsibility of the User to store and archive its electronic invoices.
- (c) Upon request of the User (to be made via the Road User Portal), a paper copy of the invoices meant in clause 8(a), will be sent to the User, against payment of an administrative charge according to the prevailing rate as published on Satellic's Website. For the avoidance of doubt, it is clarified that this option has no impact on the due date of the invoice.
- (d) Upon written request of the User, the personal data of the User as provided by the User via the Road User Portal and as mentioned on the invoice, can be changed or corrected by Satellic, against payment of an administrative charge according to the prevailing rate as published on Satellic's Website. For the avoidance of doubt, it is clarified that this option has no impact on the due date of the relevant invoice.
- (e) Any outstanding balance due by the User to Satellic, as mentioned on the invoices in accordance with clause 8(a)(vii), must be paid by the User within 15 calendar days after receipt of the invoice. Payment of the amount due shall be made to Satellic's bank account (as indicated on the invoice).
- (f) If Satellic does not receive payment on time in accordance with the User Contract, Satellic shall be entitled to receive financing charges on the amount unpaid during the period of delay. These financing charges shall be calculated at the rate as defined in the Belgian Act of 2 August 2002 on combating late payment in commercial transactions.
- (g) Unless provided otherwise, all prices mentioned or referred to in these General Terms and Conditions are expressed in Euro and do not include any taxes, duties or similar levies (such as, but not limited to, VAT).

9. DATA PRIVACY

- (a) Satellic processes personal data of the User on behalf of Viapass, who acts as the data controller pursuant to the Belgian Data protection Act of 8 December 1992 ("BDPA"). Personal data of the User will be processed for the purpose of collecting Toll and providing Additional Services and more in particular to enable:

- (i) Toll charging and collecting and enforcement of the Road Pricing Regulations;
 - (ii) individual visualization of the driven journey, as the case may be; and
 - (iii) traffic analysis and traffic information, by using anonymous data.

- (b) Except for any subcontractors and service providers which Satellic uses to operate the Road Charging System and to provide the Additional Services, personal data of the User will not be transferred to any third parties.

The User has the right to access and rectify free of charge its personal data. Furthermore, to the extent that the processing of the User's data is not based on Article 5, b) and c) of the BDPA, the User has a right to object to the processing of his personal data for such purposes. To this end, the User can submit a written request, duly signed and dated, together with a copy of his identity card to the customer support of Satellic as mentioned in clause 11 or to dataprivacy@satellic.be.

- (c) The User shall ensure that the privacy rights of its employees, contractors, representatives or any other

individual using the Vehicles of the User on its behalf, are respected in the way that User uses the System. To this end, the User shall among others provide them with the information contained in this clause 9.

10. INTELLECTUAL PROPERTY RIGHTS

- (a) All intellectual property rights related to the services provided by Satellic, the On Board Unit or to Satellic business activities in general remain the exclusive property of Satellic or its suppliers. The User may not pretend any claim to an interest in or ownership of such intellectual property rights and acquires no rights other than those explicitly referred to in the User Contract. The User shall not remove labels, plaques or other distinctive badges affixed to the On Board Unit(s).
- (b) The names, logos and other signs that are used by Satellic are legally protected brands or trade names. Any use of these or similar signs is strictly prohibited without Satellic prior written consent.
- (c) Satellic grants the User a license to use the On Board Unit(s) in accordance with these General Terms and Conditions.

11. CUSTOMER SUPPORT

- (a) The customer support services provided by Satellic can be contacted:
 - (i) by telephone: 00800 - 72 83 55 42 (free) or 0032 - 78 15 15 15 (paid);
 - (ii) by e-mail: support@satellic.be; or
 - (iii) via chat: accessible on Satellic's Website.
- (b) For the avoidance of doubt, the User expressly acknowledges and agrees that:
 - (i) Additional Services (as meant in clause 6) or paper invoices (as meant in clause 8(c)) cannot be ordered or requested via the customer support services provided by Satellic;
 - (ii) **complaints, as meant in clause 18, cannot be filed via the customer support services;**
 - (iii) any information provided by the customers support services of Satellic, cannot relieve the User from any responsibility he has under the User Contract or the OBU Handbook.

12. ONLINE SERVICES

- (a) The User is solely responsible for its use of the Road User Portal and Satellic's Website. The User must take all necessary measures to ensure the confidentiality and security of its username and password (and of any other code or password sent by Satellic to the User that enables access to services provided by Satellic) and accepts responsibility for all activities occurred in its User Account.
- (b) Satellic will endeavor to ensure the uninterrupted and error-free availability of Satellic's Website and the Road User Portal, but **does not give any representations or warranties in this regard**. Satellic reserves the right to suspend or restrict access to the Road User Portal and/or Satellic's Website – at Satellic's discretion – for the performance of update and/or maintenance activities.

13. LIMITATION OF LIABILITY

- (a) **The total aggregate (contractual and tortious) liability of Satellic to the User under or in connection with the User Contract, shall:**
 - (i) **never exceed the sum of all amounts paid by the User to Satellic under or in connection with the User Contract during the period of 6 months preceding the event giving rise to the claim of the User; and**
 - (ii) **will in any case be limited to EUR 100.000 per calendar year.**
- (b) **Without prejudice to clause 13(a), the parties expressly agree that Satellic:**
 - (i) **can never be held liable for damage caused by a traffic accident due to installing or operating an On Board Unit while driving a Vehicle; and**
 - (ii) **shall never be liable for indirect, incidental or consequential damage, including (but not limited to) loss of profit, loss of business, loss of revenue, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, cost of capital or indirect financial loss or loss of production.**

14. DURATION

The User Contract:

- (i) shall come into full force and effect on the date of completion of the User Account Registration Process by the User; and
- (ii) is entered into for an indefinite period of time (called an “*overeenkomst van onbepaalde duur*” in Dutch and a “*contrat de durée indéterminée*” in French).

15. SUSPENSION

- (a) Satellic is entitled to suspend the User Contract in whole or in part with regard to the concerned On Board Unit immediately and without prior notice (other than the notices or warnings set out in these General Terms and Conditions), unilaterally and extra-judicially:
 - (i) in case of any failure of the User to comply with its payment obligations vis-à-vis Satellic;
 - (ii) if the User has not provided a Guaranteed Payment Method or if the Guaranteed Payment Method provided by the User has become insufficient;
 - (iii) in case of any failure of the User to comply with the instructions and guidelines set out in the OBU Handbook;
 - (iv) in case of any failure of the User to notify a defect of an On Board Unit to Satellic;
 - (v) in case of any failure of the User to comply with the instructions given by Satellic for the replacement or repair of a defect or damaged On Board Unit.
- (b) The suspension of the User Contract in accordance with clause 15(a), will immediately be notified by Satellic:
 - (i) to the User (by e-mail (if an e-mail address has been provided by the User), via the Road User Portal and by a message on the display of the concerned On Board Unit); and
 - (ii) to the Toll Charging Authorities.
- (c) During the period of suspension of the User Contract:
 - (i) the User is obliged to remedy the cause giving rise to the suspension of its User Contract, without undue delay;
 - (ii) the User will still be under the obligation to ensure the proper functioning of its On Board Unit(s), as mentioned in clauses 5.1(a) and 5.3(a);
 - (iii) any Toll incurred by the User as of the notice of suspension by Satellic, will be claimed from the User directly by the competent Toll Charging Authorities.
- (d) Suspension of the User Contract will end, if and when Satellic has received sufficient prove that the User has remedied the ground for suspension of its User Contract.

16. FOR CONSUMERS ONLY: WITHDRAWAL**16.1. Express request to start performance of services during withdrawal period**

The User expressly requests Satellic to start with the performance of the services described in the User Contract as from the completion of the User Account Registration Process and thus, already during the withdrawal period provided for in articles VI.47 to VI.53 of the Belgian Code of Economic Law.

16.2. Right of withdrawal

- (a) Without prejudice to clause 17, the User has the right to withdraw from the User Contract within 14 days without giving any reason. The withdrawal period will expire 14 calendar days from the day of the conclusion of the User Contract.
- (b) To exercise the right of withdrawal, the User must inform Satellic (address: Leonardo Da Vincilaan 19 – Airport Plaza, 1831 Diegem, Belgium; e-mail address: support@satellic.be) of its decision to withdraw from the User Contract by an unequivocal statement (e.g. a letter sent by post, by fax or by e-mail).
- (c) To meet the withdrawal deadline, it is sufficient for the User to send its communication concerning its exercise of the right of withdrawal before the withdrawal period has expired.

16.3. Effects of withdrawal

- (a) The User shall send back the On Board Unit(s) – in accordance with clause 5.5(a) – to Satellic, without

- undue delay and in no event later than 14 calendar days from the day on which the User communicates its withdrawal from the User Contract to Satellic. The deadline is met if the User sends back the On Board Unit(s) before the period of 14 calendar days has expired.
- (b) The User will have to bear the direct costs of returning the On Board Unit(s) to Satellic.
 - (c) The OBU Deposit will be refunded to the User in accordance with clause 5.5(b). The User is only liable for any diminished value of the returned On Board Unit(s) resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
 - (d) Given the fact that the User requested Satellic to begin the performance of services under the User Contract during the withdrawal period, the User acknowledges and agrees that:
 - (i) withdrawal from the User Contract shall in no event prejudice the Toll due by the User for making use of the Road Network during the withdrawal period;
 - (ii) payments made by the User for services which have entirely been provided by Satellic (including, but not limited to, providing On Board Unit(s), collecting Toll and providing Additional Services) prior to the withdrawal from the User Contract by the User, will not have to be reimbursed by Satellic to the User;
 - (iii) payments made by the User for services which have not yet entirely been provided by Satellic prior to the withdrawal from the User Contract by the User, will be reimbursed by Satellic without undue delay in proportion to the part of the services that has been provided until the User communicated Satellic its withdrawal from the contract;
 - (iv) for services which have not yet entirely been provided by Satellic prior to the withdrawal from the User Contract and which have not yet been paid by the User, an amount which is in proportion to what has been provided until the User communicated Satellic its withdrawal from the User Contract in comparison with the full coverage of the User Contract, will have to be paid by the User to Satellic within 15 calendar days from the day on which the User communicates its withdrawal from the User Contract to Satellic;
 - (v) any outstanding prepayment balance on the User Account – after payment of the outstanding Toll and other amounts owned to Satellic – will be reimbursed to the User within 30 calendar days from the day on which the User communicates its withdrawal from the User Contract to Satellic.

17. TERMINATION

17.1. Automatic termination

- (a) The User Contract will automatically terminate at the moment of termination of the agreement between Satellic and Viapass according to which Satellic is allowed to collect Toll from the Users on behalf of the Toll Charging Authorities (“*ontbindende voorwaarde*” in Dutch, “*condition résolutoire*” in French).
- (b) Satellic will inform the User of the moment of termination of its agreement with Viapass in due time.

17.2. Termination by Satellic

- (a) Satellic may by notice terminate the User Contract in whole or in part with regard to the concerned On Board Unit immediately (without prior notice), unilaterally and extra-judicially (“*ontbindend beding*” in Dutch, “*clause de résiliation*” in French) if:
 - (i) On Board Unit of the User has not been activated – in accordance with clause 5.4(a) – for a period of at least 3 years;
 - (ii) the User becomes bankrupt or insolvent, goes into liquidation, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which – under applicable laws – has a similar effect;
 - (iii) in case of suspension of the User Contract in accordance with clause 15, the cause for suspension of the User Contract has not been remedied by the User within 10 business days after receipt of the notice of suspension; or
 - (iv) the User otherwise fails to carry out any obligation under the User Contract, after being required by Satellic – by means of a written notice to correct – to make good the failure and (if appropriate) to remedy it within a specified reasonable time.
- (b) Satellic’s election to terminate the User Contract in accordance with this clause 17 shall not prejudice any other rights of Satellic under the User Contract or otherwise.

17.3. Termination by the User

The User may at all times terminate the User Contract:

- (i) in whole, by deactivating its User Account at a Service Point or via the Road User Portal;
- (ii) in part, with regard to particular On Board Unit by returning the concerned On Board Unit -in accordance with clause 5.5 - to Satellic.

17.4. Consequences of termination

- (a) In case of termination of the User Contract in whole or in part, the concerned On Board Unit(s) issued to the User:

- (i) will be deactivated by Satellic; and
- (ii) must be returned – in accordance with clause 5.5 – to Satellic, without undue delay and:
 - at the latest within 1 calendar year after receipt of the notification by Satellic of termination of the agreement between Satellic and Viapass, in case of automatic termination of the User Contract in accordance with clause 17.1;
 - at the latest within 30 calendar days after receipt of the notice to terminate from Satellic, in case of termination by Satellic in accordance with clause 17.2; and
 - at the latest within 30 calendar days after deactivation of its User Account, in case of termination by the User in accordance with clause 17.3.

In case of failure of the User to return its On Board Unit(s) to Satellic in accordance with clause 5.5 within the aforementioned periods of time, the relevant On Board Unit(s) will be considered to be lost and Satellic will irrevocably be entitled to retain the relevant OBU Deposit (even if the On Board Unit(s) are returned afterwards).

- (b) In case of termination of the User Contract, any outstanding prepayment balance on the User Account – after payment of the outstanding Toll and other amounts owned to Satellic – will be reimbursed to the User within 15 calendar days after termination of the User Contract.

18. COMPLAINTS

- (a) Any complaints from the User related to the services provided by Satellic under the User Contract (including, but not limited to, complaints related to the invoices issued by Satellic and/or the (non-)refund of the OBU Deposit), must be notified to Satellic via the complaint form available on Satellic's website, at the latest within 30 calendar days of the event giving rise to the complaint.
- (b) **Services and invoices which have not been subject of a complaint filed in accordance with clause 18(a), are irrevocably deemed to be accepted by the User and can no longer be contested.**
- (c) All complaints filed in accordance with clause 18, will be examined and answered to by Satellic without undue delay.
- (d) Filing a complaint in accordance with clause 18, does not relieve the User from its payment and other obligations under the User Contract.
- (e) Complaints relating to:
- (i) the Road Pricing Regulations and the applicable Toll tariffs;
 - (ii) the payment methods used by the User;
- cannot be addressed to Satellic, but have to be addressed to – respectively – (i) the competent authorities or (ii) the payment service provider.

19. GENERAL TERMS AND CONDITIONS

19.1. Inspection and acceptance

The User expressly acknowledges and agrees:

- (i) having carefully read, examined and understood (the content of) these General Terms and Conditions; and
- (ii) having accepted (the applicability and contents of) these General Terms and Conditions (including – but not limited to – the right of Satellic to unilaterally change these Terms and Conditions in accordance with clause 19.3 and the limitations of liability of Satellic in accordance with clauses 2(c), 5.3(b), 12 and 13) knowingly and

willfully;

prior to the conclusion of the User Contract.

19.2. Interpretation

In these General Terms and Conditions:

- (i) references to legislative and regulatory provisions must be interpreted as references to such provisions as are amended, altered, readopted or replaced from time to time;
- (ii) references to documents (1) must be interpreted as references to such documents as are amended, supplemented, reformulated or renewed from time to time and (2) also refer to the accompanying annexes;
- (iii) the legal principle generally known as the “contra proferentem” principle (art. 1162 of the Belgian Civil Code), does not apply to these General Terms and Conditions.

19.3. Changes, amendments and adjustments

- (a) **The User expressly acknowledges and agrees that Satellic is entitled to unilaterally change, amend or adjust these General Terms and Conditions at all times.**
- (b) Such changes, amendments or adjustments shall be notified to the User:

- (i) at Satellic’s Website; and
- (ii) by e-mail, at the e-mail address provided by the User in his User Account;

at least 30 calendar days before entering into force.

As of such notice, the User shall be entitled to terminate the User Contract in accordance with clause 17.3.

If the User does not terminate the User Contract within 30 calendar days after receipt of such notice, the User shall be deemed to have irrevocably accepted the change, adjustment or amendment.

- (c) For the avoidance of doubt, the User expressly accepts and agrees that changes to the Road Pricing Regulations and to the applicable Toll rates and tariffs do not qualify as changes, amendments or adjustments of these General Terms and Conditions and do not entitle the User to terminate the User Contract.

19.4. Consultation

- (a) The General Terms and Conditions can be consulted:

- (i) on Satellic’s Website; and
- (ii) at the Service Points.

Upon written request, a paper copy of the General Terms and Conditions will be sent to the User.

- (b) Notwithstanding clause 19.3(a), the User is obliged to regularly consult Satellic’s Website to obtain the latest version of the General Terms and Conditions.

20. MISCELLANEOUS PROVISIONS

20.1. Compliance with User Contract by drivers

The User shall cause (“*sterkmaking*” in Dutch, “*convention de porte-fort*” in French) the driver(s) of the Vehicle – if the driver of the Vehicle is not the User – to strictly comply with all provisions of the User Contract (and in particular, with these General Terms and Conditions), the OBU Handbook and the Road Pricing Regulations which are relevant for drivers.

20.2. Exemptions

The attention of the User is drawn to the fact that the User is – pursuant to the Road Pricing Regulations – obliged to immediately contact the tax administration of the Toll Charging Authorities if the User does no longer comply with the conditions to be exempted from Toll.

20.3. Set-off

Satellic is entitled to set-off any amounts owned by Satellic to the User against any amounts owned by the User to Satellic. In the event of bankruptcy or insolvency of the User, any amounts owned by the

User to Satellic will immediately and automatically become due and payable and will be set-off against any amounts owned by Satellic to the User.

20.4. Severability

- (a) If one or more clauses of the User Contract is found to be invalid, illegal or unenforceable, in whole or in part, the remainder of any such clause and of the User Contract shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable clause had never been contained herein.
- (b) If any clause of the User Contract should be deemed in any way null and void, subject to annulment, unlawful or otherwise non-binding, this clause, insofar as is necessary, shall be removed from the User Contract and replaced by Satellic by a clause which is binding and legally valid and which as far as possible approximates the contents of the non-valid clause.

20.5. Waiver

- (a) Any failure or delay by Satellic in exercising any right under the User Contract, the exercise, in whole or in part, of any right under the User Contract, or any reaction or absence of reaction by Satellic in the event of violation by User of one or more provisions of the User Contract shall not operate or be interpreted as a waiver (whether express or implied, in whole or in part) of any of its rights under the User Contract or under said provision(s), nor shall it preclude the further exercise of any such rights. Any waiver of a right by Satellic must be express and in writing.
- (b) If Satellic has expressly waived a right in writing following a specific failure by the User, this waiver cannot be invoked by the User in favour of a new failure, similar to the previous one, or any other failure.

20.6. Entire agreement

The User Contract (with the exclusion of any general terms and conditions of the User, which are expressly rejected) contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter still in force between the parties.

20.7. Assignment

The User shall not transfer, pledge or assign the whole or any part of the User Contract or any benefit or interest in or under the User Contract to a third party, without the prior written agreement of Satellic.

20.8. Communication

- (a) All notices and other forms of communication related to the User Contract, may be sent by Satellic to the (e-mail or postal) address indicated by the User in the Road User Portal.
- (b) Any notice shall be considered to have been delivered to the receiving party's address on the date of delivery if delivered by hand, 3 working days following the date of mailing if sent by (registered) mail, 1 working day following the day of sending if sent by e-mail, and upon confirmation notice if sent by fax.

21. COMPETENT COURTS AND APPLICABLE LAW

- (a) The User Contract shall be governed by Belgian law.
Any dispute concerning the validity, interpretation, enforcement or termination of the User Contract shall be submitted to the exclusive jurisdiction of the Brussels' courts and tribunals (it being understood that disputes falling within the material competence of the justice of peace (called the "*vrederichter*" in Dutch and the "*juge de paix*" in French) shall be submitted to the exclusive jurisdiction of the justice of peace of Vilvoorde).