

TERMS AND CONDITIONS ONLINE SALES

The present terms and conditions regulate the online order as offered on the website www.q-park.be by the Q-PARK group, through the company Q-PARK Belgium, a public limited company ("naamloze vennootschap") the registered office of which is located at Belgicastraat 3 bus 6, 1930 Zaventem, KBO 0471.121.080 (E: info@q-park.be; F: +32 2 711 17 21 & T: +32 2 711 17 00) and the various different subsidiaries, which are hereinafter referred to as "Q-PARK".

ARTICLE 1 – DEFINITIONS / APPLICATION

1.1. Definitions

"Order": Any reservation of a parking space or request for a subscription/ SmartCard that was made and is approved by a user on the website www.q-park.be

"Car park": a car park(s) operated by a company of the Q-PARK group in which the user is able to enjoy one or several online services. These car parks and their features are described in detail on the website.

"Services": the services (parking options) offered by Q-PARK on the website, and relating to the reserving/ordering/requesting parking spaces online for light-duty vehicles on a car park, as well as paying for these (online).

"Website": the website for reserving/ordering parking spaces (www.q-park.be).

"Users": Any user of the website, a professional user or consumer, who learns about the services and who orders a service offered on the website.

1.2. Field of application

The present terms and conditions are intended for defining the conditions and modalities applicable for delivering and purchasing the services on the website. They apply for any order placed online by any user, and which is accepted by Q-PARK by sending an email confirming the order. Ordering services is reserved for users who have read the present terms and conditions, and who have accepted them by ticking the box intended for this purpose (by double clicking on it). Without accepting this, it is technically impossible to continue the order.

Consequently, the completion of the order procedure on the website applies as explicit confirmation of the user's acceptance of the present terms and conditions.

Q-PARK reserves the right to amend the present terms and conditions at any moment, without any cancellation period. It is specified that amendments such as this shall not apply to orders placed prior to these amendments. Q-PARK advises users to save and/or to print out the present terms and conditions.

1.3. Terms and Conditions regarding one-off parking agreement and Terms and Conditions regarding subscriptions

Subject to provisions stating otherwise in the present terms and conditions, Q-PARK's 'Terms and Conditions corresponding to one-off parking agreements' apply for any reservation of a parking space by the user through the website. These terms and conditions regarding agreements for one-off parking are brought to the attention of the user, who accepts these terms and conditions by tickling the box intended for this purpose (by doubleclicking). Without accepting this, it is technically impossible to continue the order. Q-PARK's 'Terms and Conditions regarding garage agreements for subscription holders' apply to any request for a subscription by the user through the website. These 'Terms and Conditions regarding garage agreements for subscription holders' are brought to the attention of the user, who accepts these terms and conditions by tickling the box intended for this purpose (by double clicking). Without accepting this, it is technically impossible to continue the order.

1.4. Validity or nullity

Any invalidity or nullity of one of the provisions of the present terms and conditions shall in no instance imply the invalidity or nullity of the terms

and condition of sale in their entirety. One invalid or void provision shall be replaced, even tacitly, by a comparable equivalent provision.

ARTICLE 2 LEGAL CAPACITY

To order services on the website, if the user is a natural person acting in his/her own name or in the name of a legal person, he/she must be of legal age, competent to conclude an agreement and use the website in accordance with the present terms and conditions.

The user is financially responsible for using the website both on his/her own account and on the account of third parties, including minors. The user guarantees the sincerity and correctness of the information provided on the website.

Fraudulent usage of the website or usage contradicting the present terms and conditions shall justify access to the services on the website being refused at any moment. This is even the case if the user has been confirmed, without prejudice to any further steps by Q-PARK before the competent courts.

ARTICLE 3 – DESCRIPTION OF THE SERVICES

In accordance with articles VI.2 and VI.45 of the Economic Law Code, in order to offer the user the possibility of learn of the essential information on the service he/she wishes to order, all specific features of the services available are presented on the website.

The services offered presented by Q-PARK on the website are only valid as long as the supply of car parks providing these services last, and for the maximum duration as stated on the website. The order for a subscription or a SmartCard through the website is deemed a request for acquiring a subscription or a SmartCard. This request shall be processed by Q-PARK as swiftly as possible (average duration for processing is 10 days) after which the customer receives notification on whether or not the subscription selected has been assigned.

The services available on the website are the following:

"One pass": an adapted parking solution for parking a car during a predetermined period. Any driving out is final, even if this occurs before the end of the reservation period as stated in the order. This option exists in various versions, namely a week pass, a weekend pass, a lunch pass, a dinner pass, an evening pass and a museum pass.

"Multi-pass": A flexible parking solution offering the possibility to park for the duration defined beforehand and to drive in and out as desired. The multi-pass is strictly personal and may in no case be transferred. Any fraudulent usage shall result in the immediate cancellation of access to the car park. This option exists in a week version and a weekend version.

"Hourly rate": a normal parking solution providing the possibility of reserving a parking space at an hourly rate.

"Subscription": a garage agreement that grants the subscriber a random place in the selected car park, and which is entered into for a duration of 1, 3, 6 months or 1 year (direct debit billing required for individuals/consumers and optional for businesses). The 'Terms and Conditions of garage agreements for subscribers' apply to this service. The subscription comes in different versions; namely 5 days, 6 days, 7 days, business hours, nights and nights-weekends.

"SmartCard": a parking ID card that provides access to a pre-selected number of parking facilities of the owner and for which the parking fees are paid afterward via billing statements based on actual use (direct debit billing required for individuals/consumers and optional for businesses). The 'Terms and Conditions for non-recurring parking agreements' apply to this service.

Q-PARK specifies that the information available on the website concerning the services and their features may change.

The services offered on the website offer the possibility of being guaranteed

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to find a parking space in the selected car park, up to the end of the reservation period as stated in the order. Subject to any specific indication on the website for a specific parking space, reserving a parking space is not marked out. The user parks on the first free space.

If the service that is subject of the order is not used during the guaranteed reservation period, there shall be no refund. There will neither be any refund in the event the car park is definitively left prior to the end of the reservation period as stated in the order.

ARTICLE 4 – CONDITIONS OF USE

The services commercialised on the website are reserved for users possessing an email address for sending the confirmation of the order by email. When you arrive at the entrance of the car park (at the foreseen time of your reservation), show the QR code – which was communicated to you during your reservation – in front of the optical reader. The ticket corresponding to your order is printed off. Take your ticket and keep it safe. This ticket will be used to allow you (as a pedestrian) access to the car park when you return.

Without a QR, the user will not be able to gain access to the car park. In such a case, the user is unable to claim any compensation or refund. The QR code is indispensable for accessing the service.

On leaving, and if the foreseen time of leaving the car park is not exceeded, all you have to do is insert the ticket into the machine at the barrier in order to leave the car park. Q-PARK advises users to keep their tickets safe. The ticket is indispensable for gaining access to the car park through the pedestrian entrance, and for leaving the car park.

In the event the ticket is lost, the user must present the email confirming his/her order to demonstrate the price of the service, so that a replacement ticket can be obtained in order to leave the car park.

In the event the email confirming the order is lost, it will not be possible to provide a ticket in order to leave the car park. In such a case, the user will have to pay the rate applicable in the car park.

Users are reminded that they must keep the confirmation email and the parking ticket from the machine safe, since these are indispensable for gaining access to the car park and for leaving it.

Arriving earlier and leaving later is billed on the spot at the machines or at the machine at the exit – payment through the payment methods offered. There is a tolerance (time not billed) of 15 minutes.

Times exceeded are billed in accordance with the rate overview applicable in the car park. Any time bracket commenced is paid for.

The subscription and the SmartCard will be sent by regular post to the user on acceptance of the request and can be used after they are received by holding them in front of an optical reader. The subscription and the SmartCard shall also serve to give you (as a pedestrian) access to the parking facility when you return.

ARTICLE 5 – REGISTRATION ON THE WEBSITE – PERSONAL ACCOUNT

To order services on the website, the user is able to use a personal email address, or can create an account by stating the information required on the registration form. Before requesting a subscription or a SmartCard, the user will be obligated to create an account.

If the user creates a personal account, he/she declares to have provided all personal information, without any errors, so that he/she can be identified accurately in any situation. When creating the account, the user selects the user identification details and a password. The user undertakes to keep his/her identity details and password confidential.

This account shall at all time be accessible for the user on account of his/her identification details. The user is responsible for all actions performed on the

website with his/her identification details and his/her password. Any user registered on the website shall be liable for any order that was made with his/her identification details, subject to the right of withdrawal of article 9.

ARTICLE 6 – MODALITIES OF THE ORDER

6.1. Ordering

The different phases of an order are defined in detail on the website during the entire order process. At the start of the order process, it is stated which payment methods are accepted.

The user is able to select the service of his/her choice and confirm his/her order by going to the website's different sections.

At any moment and until the order is confirmed, the user can change his/her mind and cancel the service selected.

The user shall have the opportunity to check, to correct or to change the details of his/her order (including the principal features of the service, the date and the reservation duration) and the total price, prior to definitively confirming the order to state he/she is in agreement.

It is specified that the parking spaces are only guaranteed once the payment of the order has been performed and/or when the request for a subscription or SmartCard is accepted.

Q-PARK cannot be held responsible for the user entering incorrect information. From as soon as his/her purchase has been confirmed, the user shall confirm his/her order by:

- | Entering all of the information requested;
- | Declaring that he/she agrees without reservation with the applicable terms and conditions;
- | Paying.

The confirmation of the order by the user, by clicking on the button "Order now", applies as an acceptance of the price and of the features of the services, as purchased by the user.

As soon as the order is confirmed, it is no longer possible to amend this.

6.2. Confirmation of the order

Q-PARK shall send a confirmation email resuming the essential elements of the order, such as the details of Q-PARK Belgium (registered offices, enterprise number, telephone, fax, email), the number, the total price and the reservation date of the space in the car park selected, the reservation duration (date and time of arrival and date and time of departure), the address of the car park and the QR Code granting the user access to the car park.

With the completion of an online request of a subscription or SmartCard, Q-PARK will send a confirmation e-mail in which it confirms that the request has been received. Q-PARK will then handle the request (the standard duration for processing is 10 days), after which it will be approved or rejected. In the event it is not approved, the user will be notified immediately. In the event of approval, Q-PARK will send a second confirmation e-mail with a copy of the agreement and if necessary the order for direct debit authorisation. Q-PARK recommends the user stores this order confirmation email, the payment method and the invoice, or prints these off.

The user is responsible for checking whether the details he/she has provided at the time of the order are correct, and will enable him/her to receive the confirmation of the order. In the event that the user does not receive this confirmation, it is down to him/her to contact the Q-PARK customer services on telephone number +32 2 711 17 00 or by email (info@q-park.be) in the customer services section, so that this provides his/her order number. The QR Code stated when the order is confirmed, the subscription and the Comfort Card are strictly personal and confidential. The user is responsible for storing this until it is used in the car park. It shall not be possible to hold Q-PARK responsible in the event of usage by a third party or in the event of fraudulent usage.

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In the case of monitoring the QR Code in the car park, it shall be possible for Q-PARK staff to request the order confirmation.

ARTICLE 7 – CANCELLATION

With the exception of what relates to the subscription and the SmartCard, the user has the opportunity to choose the option 'cancel', offering him/her the chance to cancel his/her order, without stating any reason. This can be done either by sending an e-mail (info@q-park.be) or visiting the personal area in the section "Order history" by clicking on "Cancelling the reservation", up to 1 hour prior to the arrival time foreseen in the order. The price of the order (after deducting the 'cancel' option) shall be refunded within 30 days, with the exception of administration costs amounting to €2.50. The option 'cancel' can only be selected at the time of an order for parking for more than 24 hours. The price is established.

If the user does not choose the option 'cancel', he/she has the possibility of cancelling the order at the latest 24 hours prior to the arrival time, as foreseen in the order. This must be done by sending an email (info@q-park.be) or by going to your personal area, "Order history" section. In this case, the price of the order shall be fully refunded within 30 days, with the exception of administration costs amounting to €2.50.

ARTICLE 8 – FINANCIAL CONDITIONS AND PAYMENT CONDITIONS

8.1. Price

The price of the services stated on the website is expressed in euros, including all taxes and shipping costs.

Q-PARK reserves the right to change the price at any time without prior notification, on the condition that the price applying for the user's order shall remain stated in the summary of his/her shopping basket when the order is validated.

The price takes into account VAT on the day of the order and any discount codes the user makes use of, and which are stated during the order procedure.

8.2. Payment

The price of the service chosen (and if necessary of the cancellation insurance) is paid in full at the time of the order. Payment is only possible with a bank or credit card (Maestro, Mastercard, Visa, American Express) through a secure payment system.

The subscription and the use of the SmartCard by individuals/consumers will be paid by direct debit. Businesses can pay their subscription and use of the SmartCard by means of bank transfer and can choose to opt for direct debit authorisation.

ARTICLE 9 – RIGHT OF WITHDRAWAL FOR CONSUMERS

If the user is a non-professional natural person (a consumer), then he has a right to withdraw in agreement with the provisions of article VI.47 of the Codex of Economic Law (Codex of Economic Law). This right can be exercised within a deadline of fourteen (14) calendar days from the date of the order (conclusion of the contract) by the user-consumer, without this providing a reason for imposing a penalty payment on him. The request to withdraw can be exercised by sending the model form as an attachment to these general terms or by sending an e-mail to customer service at Q-PARK via the client service page on the website www.q-park.be, through then choosing the topic "request to withdraw" or by sending an e-mail to info@q-park.be. This e-mail must include the relevant reservation number and the data from the requesting party (last name, first name, e-mail). If this deadline falls on a Saturday, Sunday, on a holiday or a day-long strike, then the deadline is extended to the next following workday. If the user-consumer exercises his right to withdraw in agreement with the

conditions stated earlier, then Q-PARK will inform him via e-mail that it has received the withdrawal and will also refund all of the payments he has made. The refund will be completed within fourteen (14) calendar days following the date on which Q-PARK was notified of the decision of the user-consumer and, provided that Q-PARK has gotten the access card (if any) back, this condition is reserving what is stated hereafter. In any case, the user-consumer must send his access card (if any) back to Q-PARK within fourteen (14) calendar days of the day on which he exercised his right to withdraw or hand it over to Q-PARK. The deadline stated above of fourteen (14) calendar days for refunding by Q-PARK begins to run in any case only starting from the point when Q-PARK receives the access card (if applicable). Q-PARK is in no way responsible for possible return mailing costs for the access card, which will be borne by the user-consumer. The payments received by Q-PARK shall be refunded through the same means of payment (to the same bank account) as whatever the user-consumer used for the original transaction.

If the user-consumer places an order in which the service will be performed before the expiration date of the withdrawal deadline of fourteen (14) calendar days, then he thereby expressly declares his will and request that the service begins before the passing of this withdrawal deadline and thus before the deadline is final.

In agreement with article VI.51, §3 of the Codex of Economic Law, the user-consumer who exercises his right to cancel an agreement, the exercise of which is stated on his expressed request and before the passing of the withdrawal deadline, must pay an amount to Q-PARK which is equal to the already delivered and used services until Q-PARK has gotten the access card back.

In agreement with article VI.53,1° of the Codex of Economic Law, the right to withdraw cannot be exercised with reference to agreements which have already been completely fulfilled before the end or the withdrawal deadline and for which the execution was initiated following the expressed prior agreement of the user-consumer, who recognises that in such cases he has waived his right to withdraw.

ARTICLE 10 – RESPONSIBILITY AND GUARANTEES

No guarantee whatsoever is offered to the user in the case of:

Anomalies, errors and bugs that might restrict browsing on the website or putting any other function offered on the website into operation; the possibility to correct these anomalies, errors or bugs; a failure or defect relating to the operation of the website; the potential compatibility of the website with specific material or a specific configuration.

In no instance can Q-PARK be held responsible for failures attributable to third-party software, whether or not this has been integrated into the website or delivered with the website.

In no instance can Q-PARK be held responsible for direct or indirect and/or immaterial damage, whether or not this is foreseeable (including lost profit or a lost opportunity, etc.) and which results from delivering and/or using equipment or from the complete or partial impossibility of using the website's functions.

The links present on the website offering the possibility to refer the user to other websites are intended to make the user's searches easier. The user in any event declares to be familiar with the features and the limitations of the internet, in particular the technical possibilities, the response times for consulting, requesting or providing data, and the risks relating to the safety of communication.

Q-PARK rejects any responsibility in the event of the non-performance or a poor performance of the service that can be attributable to the user, to a third party extraneous to the service, or to a case of force majeure as defined by case law.

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There shall not be possible exercise any recourse against Q-PARK nor its insurers in the event of third-party usage of the QR Code provided to the user, or in the case of fraudulent usage.

ARTICLE 11 – COMPLAINTS

Any request for information, specifications and any complaints must be addressed to Q-PARK customer services by sending an email to info@q-park.be

For non-professional users (consumers), Q-PARK refers to the European platform for online dispute settlement:

- The Consumer Ombudsman's Office: <https://www.consumerombudsman.be/en>
- The European ODR-platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show>
- Belmed: <https://economie.fgov.be/en/themes/online/belmed-online-mediation/belmed-your-partner>
For out-of-court settlement of disputes with professional users, Q-PARK refers to:
 - Belmed: <https://economie.fgov.be/en/themes/online/belmed-online-mediation/belmed-your-partner>

ARTICLE 12 – INTELLECTUAL PROPERTY

12.1. Generalities

The website, the content and all elements these compile are creations for which companies of the Q-PARK group are holders of all intellectual property rights and/or of the operation rights, in particular by virtue of copyright, database right, brands right and the rights regarding diagrams and templates.

The website as well as all accessible elements, the software, data banks, texts, information, analyses, images, photographs, graphic design and images, logos, sounds, videos, and more generally all other data stated on the website, remain the exclusive property of the Q-PARK group or if relevant their respect owners with whom Q-PARK has concluded user agreements. All reproduction rights are reserved.

A non-explicit and non-transferable user right is assigned to the user for using the website and the data stated on this in a private domain. The right thus assigned consists of a right to consult online data on the website, and of a reproduction right involving printing off and/or storing data and information that is consulted. This user right only applies for strictly private and personal usage.

Non-compliance with the regulations intended above amounts to an imitation that may imply the criminal and/or civil liability of the person in question. Q-PARK reserves the right to take legal steps against the person in question before the competent courts. No link whatsoever to the website www.q-park.be may be used without the explicit prior and written agreement of Q-PARK.

12.2. Software

The use of all software on the website that is downloaded onto the website and offering the possibility of certain services or functions is regulated in accordance with the content the licence(s) concerned. The user undertakes not to install, to copy or to use this software prior to having approved the content of that licence beforehand.

For all software for which there is no licence, the user is assigned a provisional, private and personal user right that is non-exclusive and non-transferable in order, with the exception of any other usage, to be able to access the services and functions requiring the use of this software. By installing or using the software, the user undertakes to comply with this condition.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

Q-PARK commits to respect the privacy of its users in the collection, processing and use of personal data in compliance with the General Data Protection Regulation (GDPR). For a concrete elucidation, Q-PARK refers to its privacy policy, the most recent version of which is available on its website.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

The present terms and conditions fall under Belgian law. Any dispute concerning their interpretation and/or their implementation falls under the competence of the courts of Brussels.

August 2018

Appendix: model form right to withdraw compliant with article 9

MODEL FORM FOR WITHDRAWAL

(Only complete and return this form if you, as a consumer, wish to withdraw from the agreement)

- To Q-PARK Belgium, a private limited company with its main office located in 1930 Zaventem, Belgicastraat 3 bus 6, KBO 0471.121.080 (E: info@q-park.be; F: +32 2 711 17 21 & T: +32 2 711 17 00)

- I/We (*) hereby give you notice (*) that I/we (*) revoke(*) my/our agreement concerning the sale of the following goods (*)/delivery of the following service (*)

.....
.....

- ordered on(*)/received on (*)

.....
.....

- name /names consumer(s)

.....
.....

- address consumer(s)

.....
.....

- date.....

- Signature of consumer(s)

.....
.....

(*) Cross out what does not apply.