

GENERAL CONDITIONS FOR USING THE EDWIGE APPLICATION

ARTICLE 1 – DEFINITIONS

1.1. Application: The EDWIGE application in its entirety.

1.2. User: Generic term referring to anyone with access to the Application, an account registered on the Application and using the Application.

1.3. Privacy Policy: Refers to the document that defines how SOFICO processes a User's personal data. The Privacy Policy is available here

FR: <https://edwige.eu/politique-de-confidentialite/>

DE: <https://edwige.eu/de/datenschutz-bestimmungen/>

NL: <https://edwige.eu/nl/privacybeleid/>

UK: <https://edwige.eu/en/privacy-policy/>

ARTICLE 2 – CONTACT DETAILS

The Application is operated under the name EDWIGE by SOCIETE WALLONNE DE FINANCEMENT COMPLEMENTAIRE DES INFRASTRUCTURES (abbreviated to 'SOFICO' and hereafter referred to thereas), which has its registered office at 4030 ANGLEUR (Belgium), Rue du Canal de l'Ourthe, 9/3, and is registered with the Crossroads Bank for Enterprises under number 0252.151.302.

SOFICO can be contacted: (i) at the aforementioned address; (ii) at the phone number +32 (0)4/231.67.00; (iii) using the contact form provided for this purpose on the website www.sofico.org; or (iv) at the following email address: edwige@sofico.org.

ARTICLE 3 – PURPOSE – COMMERCIAL NAME

3.1. These general conditions (hereafter 'the Conditions') contain the conditions for using the EDWIGE application (hereafter 'the Application'), as well as the general conditions for using the services offered by SOFICO.

3.2. Prior to using the Application, the User is required to pay close attention to these Conditions. By using the Application, the User agrees to be bound by these Conditions, unless proven otherwise.

3.3. The Application aims to group together and integrate future mobile ITS (Intelligent Transportation System) services that SOFICO intends to make available to individuals using the Walloon road network via smartphone. These future mobile ITS services include a service called 'e-RAU', which consists of an assistance service that is intended to replace the orange emergency-call terminals located along motorways. Thus, the Application puts Users who are using the road in contact with the Wallonia traffic-management service (based at the PEREX centre) or assistance and safety services. It allows the User to report any information concerning an event (breakdown, accident, etc.) occurring on the Walloon road network in real time.

3.4. The Application is free. It may not be used by minors. Use of the Application by a minor is only authorised if an account is created by an adult with parental responsibility for said minor, who permanently supervises use of the Application by the minor and assumes liability for their usage of the Application.

3.5. When creating an account in the Application, the User must indicate their user name, their email address and their password, which allow SOFICO to identify the User every time they access the Application. The User may also indicate, if they so choose, their phone number, the phone number of the organisation with which they have concluded an assistance contract, their registration number and the make and model of their vehicle. The User is asked to confirm the creation of their account by means of an email sent to them by SOFICO. SOFICO has the right to request additional information from Users for the purposes of executing its obligations and the contractual relations binding it to Users, as well as for the purposes of using the Application. However, the User is assured that any data processed by SOFICO in this manner shall be in full compliance with the applicable legislation pertaining to the protection of personal data.

3.6. SOFICO may, at any time, amend and adapt these Conditions, in particular in order to:

- a) bring them in line with legal or regulatory provisions that are in effect or in the process of being adopted;
- b) bring them in line with any decision made by a legal or arbitral jurisdiction, or issued by any other competent authority whose decisions are binding in this respect;
- c) correct any material error;
- d) include other services.

3.7. Without prejudice to the applicable legal and regulatory provisions, SOFICO shall inform Users of any amendment and/or adaptation to these Conditions, the Privacy Policy, or any other provision relating to the Application through a message sent to them via the Application, within, at the very latest, fifteen days of the entry into effect of the amendment or adaptation in question.

This notification shall be doubled, in the event that the adaptation or amendment that SOFICO intends to make would lead to a substantial change to the obligations of Users or would have a significant impact on the terms of operation of the Application, by an email sent to the Users to the email address provided during their registration.

3.8. Any User who does not wish to consent to the amendments made may no longer benefit from the Application's services and their account shall be deleted, with the exception of information relating to any incident that the User would have reported or in which it would have been involved, which may be retained for a maximum period of ten years, a duration corresponding to the statute of limitations for contractual-liability actions. Pressing one of the assistance buttons is considered to be a sign of a possible incident.

ARTICLE 4 - LIABILITY

Management and use of the Application

4.1. SOFICO shall make the Application accessible to Users in a continuous and uninterrupted manner. However, SOFICO reserves the right to interrupt access to the Application at any time and without prior notice, notably for technical reasons, and to suspend its services.

4.2. With the exception of deceit or gross misconduct on its behalf, or, in cases that do not fall under the category of force majeure, the non-execution of an obligation that forms one of the main services of the contract, SOFICO may not be held liable for any harmful consequences, whatever they may be, for the User (e.g. loss of opportunity, lost time, loss of earnings, etc.), notably harmful consequences that may result from one of these interruptions when the User is in a situation in which they intend to make use of the Application to report an incident (breakdown, traffic jam, etc.) and, due to this interruption, the User is prevented from making use of the Application. In addition, it is specified that certain natural or physical obstacles (for example, tunnels) may prevent the use of transmission methods (radio waves or satellites).

4.3. With the exception of deceit, gross misconduct or, in cases that do not fall under the category of force majeure, the non-execution of an obligation that forms one of the main services of the contract, SOFICO waives all liability in the event of an error, omission or inaccuracy in the information provided via the Application. Furthermore, should the Application contain hyperlinks linking to third-party content, SOFICO cannot guarantee the quality or accuracy of said content and may not be considered as approving said content.

4.4. SOFICO is not responsible for Users' management of their user name and password, nor the management of their account.

4.5. By way of derogation from the above, SOFICO's liability shall not be the subject of any exclusion or limitation in the following scenarios: (i) death or bodily injury caused by its negligence to consuming Users; (ii) deceit; or (iii) any scenario in which a limitation of its liability would be illegal or abusive.

4.6. SOFICO waives any liability in the event of loss or inconvenience resulting from a virus or any other cyber attack, which is caused to the IT equipment and to the data of Users by use of the Application or downloading files that it has sent. The attention of Users is drawn to the fact that it is their responsibility to adopt the measures necessary to protect their data, equipment and software.

4.7. Within the limit of the applicable laws, SOFICO does not incur any liability due to a breach or action of a User.

4.8. Users also confirm that they are fully aware of their obligation to comply, at all times, with the obligations arising from the Highway Code, as well as any legal and regulatory provisions governing the use of the relevant road network, specifically the SOFICO network. The attention of Users is drawn to the fact that, depending on the country in which they are driving, legislation pertaining to road traffic may differ and limit, to varying extents, what the driver is allowed to do while driving their vehicle. Therefore, it is essential that the User enquire about this before getting behind the wheel and that they comply with the regulations in effect.

Users are also expressly reminded that they must, under no circumstances, interact with the Application while driving, but solely when their vehicle is stationary, while remaining attentive to traffic, if necessary, and that use of the Application is not intended to replace their vigilance.

Users are asked to place their smartphone in a place in their vehicle where there is no risk of distraction while driving, obstruction of their field of vision, or causing serious injuries – or even death – in the event of an accident (such as, for example, on the dashboard or where the airbags are located).

Moreover, in the event of an incident, Users agree to comply with all the applicable provisions of the Highway Code.

Force majeure

4.9. SOFICO may not be held liable for the non-execution or delayed execution of any of its obligations when said non-execution is due to a case of force majeure, insofar as this notion is understood by the Belgian courts and tribunals.

In the event of force majeure, SOFICO's contractual obligations shall be suspended for the duration of the force majeure and its execution deadlines shall be extended, as necessary, by a period equivalent to that of the duration of the force majeure. If the force majeure results in a definitive impossibility to execute SOFICO's contractual obligations, SOFICO shall be released from said obligations.

ARTICLE 5 - INTELLECTUAL PROPERTY RIGHTS

Holder of the intellectual property rights

5.1. Users expressly recognise that any intellectual property rights generally relating to the Application are, and shall remain, the exclusive property of SOFICO or the parties from which SOFICO may have obtained a licence. Therefore, Users may not make any use thereof without receiving express prior authorisation.

5.2. The entire content of the Application and the website which promotes it, including, in particular, graphs, names, distinctive signs, logos, buttons, images, HTML code, databases and icons – with the exception of ads and proper names – is the intellectual property of SOFICO or third parties, and is thus protected. In particular, the term 'EDWIGE' is protected as a registered trademark.

Any copy, translation, adaptation, modification or use of any of the protected elements of the Application or the website, or the entirety thereof, in any form whatsoever and by any means whatsoever, is strictly prohibited without the prior written consent of SOFICO. Any request regarding this issue may be sent to edwige@sofico.org.

User licence

5.3. Without prejudice to Article 5.1, SOFICO grants, under these Conditions, the User a free, non-exclusive, non-transferable, non-sub-licensable and revocable licence to use the Application for private and non-commercial purposes, subject to these Conditions.

The Application may only be used as is expressly authorised by these Conditions.

However, Users may use the Application as is necessary to retain a copy of the information concerning the contractual relations to which they are bound and their personal data.

Termination in the event of non-compliance

5.4. Non-compliance with the aforementioned provisions may lead (at the sole discretion of SOFICO) to the deletion of the User's account on the Application and may also expose them to the risk that their civil and/or criminal liability be engaged.

ARTICLE 6 – OBLIGATIONS OF THE USER

6.1. Any User agrees:

- to provide accurate information when downloading the Application and creating their account;
- to only create and maintain a single account on the Application;
- not to use the Application and/or their account in a fraudulent manner or for fraudulent purposes;
- to comply with the legislation and regulations in effect.

The User recognises that an inappropriate call to the emergency services constitutes a crime and that any call made to an emergency, assistance or safety service is identified and recorded.

6.2. Users agree to communicate, and to use, data/information that:

- is accurate, that is, that is not misleading and is not erroneous;
- is not contrary to public order or good morals;
- does not contain viruses, programs or computer files that could (i) affect the normal operation of the Application; or (ii) cause damage to the IT equipment of SOFICO, other Users and Internet users in general and lead to harm for these individuals as a result;

6.3. Users shall keep their user name and password confidential. They will keep the information concerning their account up-to-date at all times.

ARTICLE 7 - RESTRICTION OF ACCESS TO THE APPLICATION

7.1. SOFICO reserves the right to delete the account of any User who, among other things:

- breaches these Conditions;
- uses the data to which they may have access to offer paid products or services, or to proceed to send a large number of unsolicited emails;
- harms the reputation of the Application and/or SOFICO in any way;
- harms the intellectual property rights of SOFICO and/or third parties;
- uses the Application for illegal, offensive, racist, indecent, threatening or fraudulent purposes;
- communicates erroneous, misleading or incomplete data;
- behaves inappropriately;
- carries out actions that are illegal or contrary to good morals;
- connects from the same IP address or the same computer/smartphone as a blocked User.

7.2. SOFICO also reserves the right to take legal action against these individuals and to claim compensation for the harm caused to them in these situations.

7.3. The user shall be informed by SOFICO of the deletion of their account. However, following this deletion, SOFICO is not required to delete all of the information concerning to the User and their account, in particular, the User's personal data, so this data may be retained to investigate the reasons that led SOFICO to carry out this deletion and, if necessary, to communicate said data to the competent authorities if needed, in accordance with the Privacy Policy.

ARTICLE 8 - GEOLOCATION

8.1. By accepting these Conditions, Users expressly authorise SOFICO to carry out geolocation on their position, on a temporary basis, when the 112 button or the assistance button is pressed or when using the text-communication interface ('Chat'), in order to allow them to report an incident or access an assistance service.

8.2. Users recognise that geolocation is an essential condition for the optimal operation of the Application, as it allows the relevant services to intervene as quickly as possible at incident sites. As a result, they agree that the use they intend to make of the Application implies that they have a smartphone that can be geolocated and an Internet connection when using the Application.

8.3. SOFICO shall geolocate Users in accordance with the rights of the said Users, particularly for the purposes of executing the contractual relations between them and Users, and in accordance with the regulation concerning the protection of personal data.

SOFICO's full Privacy Policy (including details of the data processed, the purposes of said processing and the legal basis) is available by clicking on the following link:

FR: <https://edwige.eu/politique-de-confidentialite/>

DE: <https://edwige.eu/de/datenschutz-bestimmungen/>

NL: <https://edwige.eu/nl/privacybeleid/>

UK: <https://edwige.eu/en/privacy-policy/>

ARTICLE 9 – LANGUAGE

The application is available in French, Dutch, German and English. The Conditions and the Privacy Policy are also available in these languages. The Conditions may be consulted, copied and printed in one of these four languages by clicking on the following ad-hoc link:

FR: <http://edwige.eu/conditions-generales-dutilisation>

DE: <http://edwige.eu/de/nutzungsbedingungen>

NL: <http://edwige.eu/nl/servicevoorwaarden>

UK: <http://edwige.eu/en/terms-of-service>

The 'Chat' feature allows communication in the aforementioned four languages.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

10.1. SOFICO acts as data controller within the meaning of Article 26 of the General Data Protection Regulation (EU) 2016/679 (“GDPR”). Its data-protection officer may be contacted at the following email address: dpo@sofico.org.

10.2. SOFICO collects, at the very least, your surname, first name and email address, in order to allow you to create, access and manage your account.

10.3. Your geolocation data is also collected when the 112 button or the assistance button is pressed or when using the text-communication interface ('Chat'), in order to allow you to report an incident or access an assistance service.

10.4. SOFICO's full Privacy Policy (including details of the data processed, the purposes of said processing and the legal basis) is available by clicking on the following link:

<https://edwige.eu/en/privacy-policy/>

ARTICLE 11 – WAIVER – TRANSFER

11.1. Any waiver by SOFICO of any of its rights may only be deduced from an express, unambiguous and written expression to this effect from SOFICO.

11.2. SOFICO has the right to transfer all or part of the Application to a third party of its choice, in the manner it deems most appropriate.

ARTICLE 12 - INVALIDITY

The invalidity of any of the clauses in these Conditions shall be limited to the invalid clause and shall not affect the remainder of the Conditions.

ARTICLE 13 - JURISDICTION

The use of the Application and any Contract concluded via the Application are governed by Belgian law.

ARTICLE 14 - COMPETENT COURTS

Any dispute relating, either directly or indirectly, to the use of the Application, or to the conclusion, execution or interpretation of the Contracts concluded via the Application, shall be subject to the jurisdiction of the courts of Liège (Belgium), Liège Division, without prejudice to the application of Article 624, Sections 1, 2 and 4 of the Judicial Code.