

General conditions of use of GETIZY by the Users

1. Object

GETIZY is a digital platform offering a service in the field of transportation consisting, primarily, of putting people ("Customers") wishing to transport an object from one place to another in contact with people ("Carriers") offering to carry out such transportation.

The Customers and the Carriers put in contact by GETIZY conclude contracts of carriage subject to Title 4 of Book X of the Economic Law Code. However, GETIZY itself does not conclude any transport contracts.

Customers and Carriers are hereinafter referred to as Users.

The present General Terms of Use aim to define the terms and conditions of use of the services of putting in contact the Users proposed on the Application as well as to define the rights and obligations of the parties in this framework.

The General Terms of Use are accessible and printable at any time on the GETIZY application, as well as through a direct link in the footer of the website www.getizy.com.

The General Terms of Use may be supplemented, if necessary, by specific terms of use for certain Services, which supplement these General Terms of Use and, in the event of contradiction, take precedence over them.

Subject to the approval of the Terms and Conditions, the Application is licensed (not assigned) to the User. The license granted to the User is limited to a non-exclusive and non-assignable or transferable license to use the Services.

2. Definitions

For the purposes of these Terms of Use, the following definitions apply:

- "Application" means the GETIZY computer application;
- "Customer" means any person who uses the Service in order to be put in contact with a Carrier;
- "Account" refers to the access right granted to a User by GETIZY, associated with a login and a password, and giving access to a Personal Space;
- "Terms of Service" means these terms of use for the Service by Users, which must be accepted by Users before they can access the Services;
- "Personal Area" means the area where the User can manage and use the Services;
- "GETIZY" refers to SRL GETIZY, whose head office is located at _____ and registered at the Banque Carrefour des Entreprises under the number _____.
- "Assignment" means the transportation service performed by the Carrier at the request of its Customer, consisting of transporting the Object from a departure address to an arrival address; incidentally, the Assignment may include a mandate given by the Customer to the Carrier to purchase the Object from a third party, on behalf of the Customer.

- "Object" means the movable property that the Carrier has the mission to transport;
- "Payment Provider" means a service provider that enables third parties to accept online payments;
- "Price" means the amount in Euros, taking into account the pick-up, the distance to be covered, and the duration of the Mission;
- "Service" or "Services" means the connection of Customers and Carriers via the Website and the Application ;
- "Site" refers to the GETIZY website: <https://www.getizy.be>;
- "Third Party Site" means the site or service from which the User may transmit personal information at the time of registration.
- "Rate" means the amount announced to Customer in advance during the Order, via the Application ;
- "Carrier" means any person who, on an occasional basis or not, as a company or not, uses the Service in order to be put in contact with a Customer;

3. Operator of the "GETIZY" application

The "GETIZY" Application, the Site and the Services are operated by the company

GETIZY. GETIZY can be contacted at the following address:

Mailing address: [REDACTED]

E-mail address: contact@getizy.be

4. Access to the Application

4.1. Legal capacity

The Application and the Services are accessible to legal entities and individuals over the age of 18 (eighteen) and having full legal capacity to enter into the present Terms of Use.

4.2. Download the Application

The Application is usable on smartphone, in IOS and Android operating systems.

The User who wishes to use the Services must download the Application from the appropriate application download platform. This download is subject to the terms and conditions of use of the said platform.

4.3. Acceptance of the General Terms of Use

The acceptance of the present General Conditions by the User is materialized by a checkbox in the registration form.

This acceptance can only be full and complete. Any conditional acceptance is considered null and void. Any User who does not agree to be bound by these Terms of Use must not access the Application or use the Services.

5. Registration on the Application

5.1. Data required for registration

To use the Services, the User must register on the Application. To

this end, he/she must provide the following information in particular:

- o For legal entities:
 - corporate name,
 - head office,
 - seat of operation (if applicable),
 - ECB registration number ;
 - VAT number ;
 - name, first name, phone number and email address of the contact person.

- o For individuals:
 - Name;
 - First name;
 - Home;
 - telephone number ;
 - email address;
 - ECB registration number (if applicable) ;
 - VAT number (if applicable).

This information may be specially entered into the Application or transmitted through the use of a third party service (Facebook, Apple, etc.).

The User will also have to communicate to GETIZY his banking information. However, GETIZY reserves the right, at its discretion, not to oppose the use of the Services in the absence of the banking information provided by the User.

The User must provide GETIZY with any additional information requested. Any incomplete registration will not be validated.

The User must provide GETIZY with all the information and documents requested. The User is solely responsible for the accuracy of this information and documents and in particular for the banking information that he provides to GETIZY, which can be used for, in particular, the payment of the Price. To this end, the Customer authorizes in advance his bank to deduct from his bank account the amount appearing on the statements transmitted by GETIZY, corresponding in particular to the receipts sent at the end of the Mission.

6. Opening an Account

Registration automatically leads to the opening of an Account in the name of the User, giving him/her access to his/her Personal Space, which allows him/her to manage his/her use of the Services, in a form and according to the technical means that GETIZY deems the most appropriate to render said Services.

6.1. Customer Account

By default, the Account created when the User registers is a Customer Account.

6.2. Carrier Account

The User who also wishes to use the Services as a Carrier must make a request to GETIZY, through the form provided for this purpose, on the Application or on the Site.

The Special Terms and Conditions of Use of GETIZY by Carriers must be accepted in full and without reservation by Carriers before they can access the Services as a Carrier.

When the Carrier's request is accepted, the Account is validated by GETIZY as a Carrier Account.

6.3. Access to information

For the purposes of transparency, improvement of trust, or prevention or detection of fraud, GETIZY reserves the right to carry out any verification with Users and to ask them to provide any useful document to justify the information provided during registration.

6.4. Invalidation of registration

If a discrepancy appears between the information communicated by the Users and those verified by GETIZY or if the User does not spontaneously communicate the requested documents, GETIZY may, at its sole discretion, invalidate the registration and close the User's Account. GETIZY will inform the User by email or by any other appropriate means.

The User whose Account is thus closed will not be able to exercise any recourse or request any compensation from GETIZY.

7. Use of the Personal Space by Users

The User can access his Personal Space at any time after having identified himself with his login and password.

The User undertakes to use the Services personally and not to allow any third party to use them in his place or on his behalf, unless he bears full responsibility.

He is responsible for maintaining the confidentiality of his login and password. He must immediately contact GETIZY at the address mentioned in article 3 of the present General Terms of Use in the event that his Account is used without his knowledge or is likely to be used. He acknowledges that GETIZY has the right to take all appropriate measures in such a case.

8. Nature of the objects

Therefore, they cannot be Items within the meaning of these General Terms of Use and cannot be the subject of a contract of carriage between the Customer and the Carrier when GETIZY is involved:

- goods with a market or contractual value of more than € 1,000;
- goods that, alone or in combination, weigh more than 350 kilos;
- coins, banknotes and currencies, bank cards and other means of payment, precious metals, shares, bonds, coupons, securities of any kind, luncheon vouchers, eco-cheques, etc. ;

- original documents and computer files, regardless of the medium, of which the Client has not previously kept a duplicate in order to reconstitute or recompose them;
- identity documents, passports, residence permits, etc. ;
- plants, living or dead beings, human remains, funerary urns, etc. ;
- firearms, pornographic literature and materials, narcotics, etc. ;
- goods classified as dangerous by the conventions, laws or regulations in force and in particular those meeting the criteria and requirements of the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road).

As a last resort, the Carrier may refuse to carry goods which it considers likely to cause damage to persons, equipment, the environment or other goods carried and those which would represent risks for the carriage which it considers unacceptable.

9. Description of the Services

The User has access to the Services described below in the form and according to the functionalities and technical means that GETIZY considers the most appropriate.

9.1. Connecting Customers and Carriers

Users log in to the Application to use the Services.

The Client who wishes to entrust a Mission to a Carrier must mention in the Application the pick-up location, the drop-off location, the nature, dimensions and weight of the Object (including packaging) as well as any specific information relating to the latter.

He shall also specify whether he or a person authorized by him will be present to hand over the Object to the Carrier at the place of collection and to receive it in person at the place of deposit.

It will also specify whether, if applicable, the Object must be purchased from a third party.

According to these elements, a Price -not including the possible purchase of the Object- is proposed by the Application for the Mission. This Price is determined, by an Algorithm, according to the characteristics of the Object, the pick-up and drop-off locations (allowing to estimate the duration and length of the trip) and the possible high demand.

After having read the Price and having made sure that all the information displayed in the Application is consistent with the proposed Mission, the Customer chooses whether or not to validate his Mission proposal.

As soon as the proposal is validated, the Application, using an algorithm that takes into account the data of the Mission, the position of the Carriers and the modes of transport used by them, proposes the Mission to a single Carrier.

This Carrier has a short period of time to accept the Mission, through the Application.

If he accepts it, a contract of carriage within the meaning of Title 4, Book X of the Belgian Code of Economic Law is concluded between the Customer and the said Carrier.

The Carrier and the Customer shall be informed via the Application, which shall provide them with as much information as reasonably possible to facilitate the execution of the Mission.

If the first Carrier designated by the Application does not react within the set time limit or if he/she declines the Mission, it is proposed to a second Carrier. And so on until the Mission is accepted.

If no Carrier accepts the Mission, the Customer is informed via the Application.

9.2. Execution of the Mission

The Customer shall ensure that the Object is packaged appropriately, taking into account its nature and the successive handling that necessarily takes place during the transport operations.

The Customer shall cause the Object to be available to the Carrier at the place of pickup and at the time specified.

The Carrier is free to follow the route of its choice. However, except in special circumstances, he is obliged to use the means of transportation he has announced.

The approach time of the Driver, which can be consulted on the Application, is indicative and based on standard times and does not engage the responsibility of GETIZY.

At the time the Carrier picks up the Object as well as at the time it drops it off, the Carrier takes one or more photos of the Object in its environment and enters them into the Application, which makes them accessible on the Customer's personal Space and on the Carrier's personal Space.

If, according to the Customer's choice, the Object is not delivered or received in person, the Customer assumes full responsibility for any damage, loss or theft of the Object, even if, by chance and for whatever reason, the Carrier arrives late or does not arrive at all at the pick-up or drop-off location.

9.3. Refusal of removal by the Carrier

The Carrier may refuse to take charge of an Object, particularly in the following cases

- the Object does not correspond to the description made of it on the Application by the Client when he proposed the Mission;
- the object is not properly packed;
- the Object does not appear to be the subject of a contract pursuant to Article 8 of these General Terms of Use;
- the object is dirty.

The Customer is notified of the reasoned refusal of the Carrier to take charge via the Application.

In such case, the Customer shall owe the Carrier the full Price and shall not be entitled to any compensation from the Carrier or GETIZY.

9.4. Cannot be removed

If the Carrier is unable to make the drop-off, in particular because the Customer has requested hand delivery and there is no one to receive the Object, it is returned to the

at the expense of the Customer. The Price of this return will be recalculated by the Application according to the same criteria as those used to determine the initial Price.

If it is not possible to drop off the Object at the collection point, the Object will be delivered to the attention of the Customer in a "Point Relais". The Customer will be notified by the Application. If after ten days the Customer has not picked up the Object at the Relay Point, it will be discarded, without any compensation being due to the Customer.

9.5. Cancellation of the Mission

The Customer may cancel an accepted Mission via the Application. In this case, he/she shall owe the Carrier the full amount of the Price.

The Carrier may cancel an accepted Mission, via the Application. In this case, the Carrier shall owe the Customer a lump-sum compensation equal to fifty percent of the Price.

9.6. Price

As a rule, the Price agreed upon for the Mission is fixed and definitive. It does not depend on the itinerary followed or the actual time taken by the Carrier to complete the Mission.

However, if, at the Users' initiative, the Mission is modified (modified pick-up or drop-off locations, detours to pick up or drop off other Items, etc.), the Price will be recalculated by the Application according to the same criteria as those used to determine the initial Price.

9.7. Payment

The Customer has the option of paying the Price to the Carrier:

- via the Application,
- in cash, at the end of the Mission ;
- via any other means of payment with a third party authorized by the Application.

In all cases, and regardless of the method of payment chosen, in the absence of payment of the Prize at the end of the Trip, the amount of the Prize will be automatically deducted from the bank account that the Customer will have entered at the time of registration on the Application.

Payment of the Price by bank transfer is implemented by the secure payment provider (hereinafter "Payment Provider"), which alone retains the Users' banking information for this purpose.

Once the Mission is completed, receipts for the Services are sent to the Client by email.

9.8. Issuance of the invoice on behalf of the Carrier

At the end of the Mission, GETIZY sends an invoice to the Customer, on behalf of the Carrier. The latter shall receive a regular invoice statement by e-mail detailing the Price and other information of the Missions he has accomplished.

9.9. Other services

GETIZY reserves the right to offer any other service it deems useful, in a form and according to the functionalities and technical means it deems most appropriate to provide said services.

10. Express waiver of the right of withdrawal

Customers are informed that a right of withdrawal applies in principle to contracts for the provision of services concluded at a distance between a professional and a consumer, this right being to be exercised within 14 (fourteen) days from the conclusion of the contract.

However, they are expressly informed and agree that the Services are provided to them upon acceptance of the Mission by a Carrier and are thus fully executed before the end of the withdrawal period referred to above. Accordingly, they expressly waive their right of withdrawal, which may not be exercised, in accordance with Article VI.53 of the Code of Economic Law.

11. Obligations of Users

Without prejudice to the other obligations set forth herein, the User agrees to comply with the following obligations.

11.1. Obligations common to all Users

The User undertakes, in his use of the Services, to respect the laws and regulations in force and not to infringe the rights of third parties or public order.

The User is solely responsible for his use of the Services and, in particular, for the relationships he may establish with other Users and the information he communicates to them in the context of the Services. It is the User's responsibility to exercise due care and discretion in these relationships and communications. The User also undertakes to respect the usual rules of politeness and courtesy in his exchanges with other Users. The User is solely responsible when ordering a Mission for a third party.

The User agrees to provide GETIZY with all the information necessary for the proper execution of the Services. More generally, the User agrees to cooperate actively with GETIZY for the proper execution of the present.

He guarantees that all the information he provides at the time of his registration or his request to open and validate an Account is accurate, up-to-date and sincere and is not misleading. He also guarantees that it does not infringe on the rights of third parties, including personality rights and intellectual property rights.

He/she agrees to update this information in his/her Personal Space in case of modifications, so that it always corresponds to the above-mentioned criteria.

The User is informed and accepts that the information entered for the purpose of creating or updating his Account is proof of his identity. The information entered by the User is binding upon validation. In particular, the User accepts that his information can be verified by GETIZY.

The User must take the necessary measures to save by his own means the information of his Personal Space that he considers necessary, of which no copy will be provided to him.

The User is informed and accepts that the implementation of the Services requires that he be connected to the Internet and that the quality of the Services depends directly on this connection, for which he is solely responsible.

11.2. Obligations specific to Clients

Clients who have validated a request for an Assignment and have been informed of the acceptance by a Carrier to carry it out undertake to do everything possible to ensure that the Object can be easily removed on departure and deposited on arrival and to inform the Carrier, by any useful means and as soon as possible, of any particularity or specificity of the Assignment.

11.3. Obligations specific to Carriers

It is the responsibility of the Carriers to ensure that their transportation service is in compliance with all applicable legal or regulatory requirements.

The Carriers shall have an "Operating Liability" insurance policy and an "Equipment & Cargo" insurance policy with a leading insurance company covering their liability to a very large extent, taking into account their activities carried out within the framework of the Services.

12. Guarantees of the User

The User guarantees GETIZY against any complaints, claims, actions and/or demands that GETIZY may suffer as a result of the User's breach of any of its obligations or guarantees under the terms of these General Operating Conditions.

He commits himself to compensate GETIZY for any prejudice it may suffer and to pay all the costs, charges and/or sentences it may have to bear as a result.

13. Prohibited behaviors

It is strictly prohibited to use the Services for the following purposes:

- engaging in illegal, fraudulent or infringing activities against the rights or safety of others;
- undermining of public order or violation of laws and regulations in force;
- Intrusion into a third party's computer system or any activity of a nature to harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security;
- sending unsolicited emails and/or commercial solicitations;
- manipulations intended to improve the referencing of an application or a third party site;
- aiding or abetting, in any form or manner, one or more of the acts and activities described above;
- more generally, any practice diverting the Services to purposes other than those for which they were designed.

It is strictly forbidden for Users to copy and/or divert for their own purposes or those of third parties the concept, technologies or any other element of the GETIZY Application.

It is forbidden to insert on a mirror site any part of the Application without prior written consent from GETIZY, or to use any meta tag or code or other device containing any reference to GETIZY or the Application in order to direct a person to another application or another website, for whatever reason.

The following are also strictly prohibited:

- any behaviour that may interrupt, suspend, slow down or prevent the continuity of the Services;
- any intrusions or attempted intrusions into GETIZY's systems;
- any misuse of the system resources of the Application or the Site;

- any action that would impose a disproportionate burden on their infrastructure;
- any breach of security and authentication measures;
- all acts likely to infringe the rights and financial, commercial or moral interests of GETIZY or the users of its Application, and finally more generally.

It is strictly forbidden to monetize, sell or license all or part of the access to the Services or the Application and the information hosted and/or shared therein.

It is strictly forbidden to create multiple User Accounts.

14. Sanctions and defaults

In the event of a breach of any of the provisions of these General Terms of Use or, more generally, a breach of the laws and regulations in force by a User, GETIZY reserves the right to take any appropriate measure and in particular to :

- suspend the access to the Services of the User, whether he is a Customer or a Carrier, author of the breach or infringement, or having participated in it;
- delete the Account of the User, whether a Customer or a Carrier, who is the author of the breach or infringement, or who has participated in it;
- terminate the User's access to all or part of the Services, with immediate effect, by letter, fax or email. The termination takes effect by right on the date of sending, by GETIZY, of the writing sent to the User in application of the present clause. It will automatically and without prior notice lead to the termination of access to the User's Account, without prejudice to any other consequences that may arise in application of the present clause.
- publish on the Application or on the Site any information message that GETIZY will consider useful;
- notify any relevant authority;
- take any legal action, including any action necessary to recover amounts due for the use of the Services.

15. Responsibilities and guarantees of GETIZY

GETIZY undertakes to provide the Services with diligence and according to the rules of the trade, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly recognize and accept. The Services are provided "according to availability".

GETIZY does not provide transportation, logistics or warehousing services and does not act as a carrier. All such services are provided by the Carriers, who are independent third party service providers that are not bound by any subordinate relationship to GETIZY.

GETIZY acts solely as a broker in that it provides Customers and Carriers with technical tools and means enabling them to enter into a relationship for the purpose of transporting the Items. Its responsibility is limited to the provision of these means, as described herein, and to the connection of the Clients and the Carriers.

GETIZY acts in its own name and does not enter into any legal act in the name and on behalf of the Clients or the Carriers, who agree to carry out the Missions and execute them directly between themselves.

GETIZY is not a party to the relationship between the Customers and the Carriers and does not intervene in any way in the Missions.

GETIZY shall in no way be held liable for any difficulties that may arise during the conclusion or execution of the Assignments, nor shall it be a party to any disputes that may arise between a Client and a Carrier, in particular concerning the guarantees, declarations and other obligations of any kind to which the Client or the Carrier may be bound.

GETIZY does not guarantee in any way the accuracy of the geolocation performed through the Application, which only aims at basic location actions. It is the responsibility of Users to verify and correct their location if necessary and, with regard to Customers, to provide accurate information on their pick-up and drop-off addresses of Items.

GETIZY declines all responsibility in case of possible loss of information accessible in the User's Personal Space, the User having to save a copy and not being able to claim any compensation for this.

GETIZY undertakes to carry out regular checks to verify the functioning and accessibility of the Application. In this respect, GETIZY reserves the right to temporarily interrupt access to the Application for maintenance or updating purposes. Similarly, GETIZY cannot be held responsible for difficulties or temporary impossibility of access to the Application due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunication networks.

GETIZY does not guarantee to Users:

- that the Services, subject to constant research to improve performance and progress, will be totally free of errors, defects or faults;
- that the Services, being standard and in no way proposed for the sole intention of a given User according to his own personal constraints, will specifically meet his needs and expectations.

In any case, the liability that Getizy may incur under the present terms is expressly limited to the direct damage suffered by the User.

16. Intellectual Property

The systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, brands, databases, etc.) used by Getizy within the Application and the Site are protected by all intellectual property rights or database producers' rights in force. All disassembling, decompiling, decrypting, extracting, reusing, copying and more generally, all acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of Getizy are strictly prohibited and may be subject to legal proceedings.

17. Personal data

These General Terms of Use are subject to the provisions of Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "RGPD") and to the Belgian law applicable in this regard (Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data).

GETIZY has a personal data protection policy, the characteristics of which are explained in the document entitled "Privacy Policy", which the User is expressly invited to read: <https://www.getizybe-fr/confidentialité>.

18. Advertising

GETIZY reserves the right to insert in any place of the Application or on any page of the Site any advertising or promotional messages in a form and under conditions that GETIZY will be the sole judge.

19. Links and third party sites

GETIZY shall in no case be held responsible for the technical availability of websites or mobile applications operated by third parties (including its possible partners) to which the User would have access through the Application or the Site.

GETIZY does not assume any responsibility for the content, advertising, products and/or services available on such third-party sites and mobile applications, which are governed by their own terms of use.

GETIZY is not responsible for transactions between the User and any advertiser, professional or merchant (including its possible partners) to which the User would be directed through the Application or the Site and will not be party to any dispute with these third parties concerning the delivery of products and/or services, guarantees, declarations and other obligations whatsoever to which these third parties are bound.

20. Duration of services and unsubscription

The Services are subscribed for an indefinite period.

The User can unsubscribe from the Services at any time, by sending a request to this effect to GETIZY by email, to the contact details mentioned in article 3. The unsubscription is effective within a maximum of seven (7) days from this request.

The User's unsubscription is not taken into account by GETIZY if there is an unpaid or unfinished transaction for which the User is responsible.

21. Changes

GETIZY reserves the right to modify at any time the present General Conditions of Use. The User will be informed of these modifications by any useful means.

If the User does not agree to the modified terms and conditions, he/she must unsubscribe from the Services.

Any User who uses the Services after the entry into force of the modified General Terms of Use is deemed to have accepted these modifications.

22. Versions of the General Conditions of Use

In the event of a discrepancy between the language versions of the Terms and Conditions of Use, the French language version shall prevail.

23. Applicable law

These Terms of Use shall be governed by, construed and enforced in accordance with Belgian law.

24. Dispute Resolution

In case of dispute, before any legal action, GETIZY and the User will seek an amicable solution. The User is informed of his right to resort to a mediation procedure in accordance with articles XVI, 15 and following of the Code of Economic Law.

25. Entry into force

These terms and conditions are effective as of January 1^{er} 2022.