



# Trucks'nB

## General Conditions of Use

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Welcome to Trucks'nB, a community platform designed to help you find a parking space in a practical way in a network of secure heavy-vehicle parking areas.

Access to the Service or use of the Service implies unreserved acceptance of these Terms of Use, which are accessible on the Trucksnb.eu website.

If you disagree with the terms of the General Conditions of Use presented below, please do not use the Service or leave the site.

These General Conditions of Use are posted online on 12/16/2020.

### **1. Scope and definitions**

These General Conditions of Use apply to the services offered by the Trucksnb.eu site. Any document other than these general conditions of sale and in particular catalogs, prospectuses, advertisements, notices, is only informative and indicative, non-contractual. The secure shared parking service offered on the site is edited by the company Trucks'nB, SAS with a capital of 10,000 Euros, registered in the Dunkirk Trade and Companies Register under number 878 843 911, and whose registered office is at 234 rue des tilleuls 59470 ERINGHEM. (Hereinafter "Trucks'nB").

The site is hosted by the company OVH - 2 rue Kellermann - 59100 ROUBAIX.

We have given special meaning to certain words used regularly in these General Conditions of Use.

Below is their definition:

"Site": refers to the Trucksnb.eu site.

"User": in general, any person having access or the possibility of accessing all or part of the Site, in particular Members.

"Member": designates without distinction any person with a profile.

"Profile": refers to the account that must be created in order to become a Member and access the services offered by the application.

"Parking": works intended for the parking of heavy goods vehicles which are operated by a Partner and to which the Member has access in the context of his use of the Trucks'nB service. Without further details, Parking refers to the Parking and its Locations.

"Location": the spaces inside a Car Park that Members can use to park their road combination.

"Partner": any company or organization of which one or more Car Parks are referenced by Trucks'nB. The partners rent Pitches, through the Trucks'nB platform, to Members allowing them to park their tractor-trailer.

"Parking form": refers to the document which lists the access terms and rules specific to each Parking, which is sent to the Member on each reservation and which the Member must respect.

"GCU": refers to these General Conditions of Use.

"GCS": refers to the General Conditions of Sale, including the Charter of Good Conduct.

"Service": refers to the shared parking service provided to the Member, it being specified that Trucks'nB is never party to a parking rental contract.

## **2. Modification of the General Conditions of Use**

Trucks'nB reserves the right to modify the GCU, the features offered on the Site or the operating rules of the Service at any time.

The modification will take effect immediately upon posting of the GCU and notification by email to any Member. Use of the Service after notification constitutes acceptance of the modified GCU.

## **3. Object**

Trucks'nB provides its Members with a quality Service enabling them to park in complete serenity and with respect for human dignity.

Using "wireless" technologies, Trucks'nB offers access to an intelligent network of shared secure car parks, access and payment of which are automated.

Trucks'nB references Partner Car Parks. All of the Partner's car parks can be viewed on the Site.

It is clearly specified that Trucks'nB is neither the owner nor the manager, nor directly or indirectly responsible for the management of the Car Parks referenced within the Trucks'nB network.

Trucks'nB automates access to the Parking and its payment using technology accessible 24 hours a day, 7 days a week.

## **4. Using the Service**

### *a. Registration*

Becoming a Member is open to natural and legal persons.

Becoming a Member is subject to providing the following information:

- Company name
- Company siret (optional)
- User marital status (first and last name)
- User name e-mail address
- Billing email address (if different)
- Acceptance of these General Conditions of Use and the GCS

The Member agrees to the veracity of the information and documents provided and Trucks'nB reserves the right to verify their accuracy. In the event of insufficient information or guarantee of its veracity, Trucks'nB reserves the right to delete the account without delay.

The Member undertakes to report any modification of the information provided within 15 days, under penalty of deletion of the account.

Trucks'nB reserves the right to refuse or cancel a registration to the Service and will notify the Member of the reason. The cancellation of the Service includes the cancellation of all ancillary services.

The Connection Identifiers are specific to the User and reserved for his personal use. Consequently, the User undertakes not to communicate the Connection Identifiers to a third party. In any event, any act carried out with the User's Login Identifiers will be considered to have been done by the User and under his responsibility. The User therefore recognizes his full responsibility for the use that will be made of his Connection Identifiers or of his Personal Account.

In the event of unauthorized use of the Connection Identifiers or the Personal Account of a User by a third party, Trucks'nB cannot be held liable in any way vis-à-vis the User concerned and the latter must inform Trucks'nB of this situation without delay, by e-mail to: [team@trucksnb.eu](mailto:team@trucksnb.eu).

The User may request the deletion of his Personal Account at any time by sending a request to this effect by e-mail to Trucks'nB customer service at [team@trucksnb.eu](mailto:team@trucksnb.eu). The deletion of the Personal Account will only take place at the end of any transaction or Reservation in progress.

*b. Insurance*

The Member agrees that his vehicle is validly covered by at least vehicle insurance against theft, damage and civil liability taken out with a well-known solvent company for the duration of his registration.

**5. Information - Complaint**

Any request for information, details and follow-up of Reservations must be sent to Trucks'nB customer service, using the electronic form on the Site or the Mobile Application.

It is recalled that any Reservation made via the Application legally binds the Partner Parking vis-à-vis the User and the User vis-à-vis the Partner Parking. The Partner Parking is therefore solely responsible for the proper execution of the parking services (and its associated services) provided.

As a purely technical intermediary, Trucks'nB centralizes complaints relating, in particular, to parking services. Any complaint must be sent as soon as possible and no later than 8 (eight) days following the end of the Service used, by email to [team@trucksnb.eu](mailto:team@trucksnb.eu) and by registered letter with acknowledgment of receipt at the following address: Trucks'nB - Client Services - 234 rue des Tilleuls 59470 ERINGHEM. After this period, no complaint can be taken into consideration.

Receipt and processing of a complaint by Trucks'nB does not imply acceptance of its merits. If the complaint concerns a Service offered by a Partner, Trucks'nB's customer service department will ensure that it is transmitted to the Partner concerned on whose behalf it is acting under the conditions and limits provided for by the GCU and the GCS.

## **6. Responsibility**

The Site and the mobile application allow Trucks'nB to list Car Parks that Users are able to consult for information.

The Service provides access to said Car Parks and to park on a Location.

The User, and in particular the Member, understands and accepts that Trucks'nB is not a party to the contract for the use of the Car Park and for the rental of the Space and is not acting as a real estate broker, agent or mandatary either.

Trucks'nB has no power to control the conduct of Partners and accepts no liability in this regard.

Trucks'nB strives to ensure the availability of the Site and the Service 24 hours a day, and 7 days a week.

However, it may happen that access to the Site or the Service is interrupted as part of maintenance operations, hardware or software upgrades, emergency repairs or as a result of circumstances beyond the control of Trucks'nB (for example, failure of telecommunications links and equipment, power failure, etc.).

Auquel cas, Trucks'nB s'engage à prendre toutes les mesures nécessaires et raisonnables pour limiter ces perturbations, pour autant qu'elles lui soient imputables.

By using the Trucks'nB Services, the User acknowledges that Trucks'nB cannot be held liable for any damage that may arise from the use or inability to use the Site or the Trucks'nB Service.

The User acknowledges that he will not be able to seek redress from Trucks'nB for any direct or indirect damage, of any nature whatsoever, in particular operating losses, customers, data, material or immaterial goods, which may result from the use or the impossibility of use of the Site or the Service of Trucks'nB.

It is specified that Trucks'nB would not be held to any obligation of custody or surveillance of a vehicle, nor to bear any responsibility in the event of theft or damage to a vehicle, nor to take out any insurance. aiming to cover the risks mentioned above, including when the vehicle is parked as part of a registered parking lot within the framework of Trucks'nB.

Trucks'nB cannot be held liable in the event of failure, breakdown, difficulty or interruption of operation, preventing access to the site or to one of its functions.

The connection material to the User's site is under his full responsibility.

The User must take all appropriate measures to protect his equipment and his own data, in particular against viral attacks on the Internet.

The User is also solely responsible for the sites and data he consults.

Trucks'nB is not liable for any damage caused to the User, to third parties and / or to his equipment as a result of his connection or use of the site and he waives any action against Trucks'nB for this fact.

***In all cases, and without prejudice to what has just been set out above and in the other clauses concerning the absence of liability of Trucks'nB, any cause of liability which may be retained against Trucks' nB can only give rise to the payment of damages, the amount of which will be limited to the amounts collected for the Service Fees relating to the specific use concerned, which can be consulted in the General Conditions of Sale.***

## **7. Protection of private life**

Trucks'nB SAS (whose registered office is located at 234 rue des tilleuls 59470 ERINGHEM, France), in its capacity as data controller, attaches great importance to the protection and respect for the privacy of its Users.

Our privacy policy aims to inform you of our practices regarding the collection, use and sharing of information that you provide to us through our service accessible from the Trucksnb.eu website or our mobile application.

To find out more, you can consult our data privacy policy and our cookie policy.

## **8. Hypertext links to the site**

It is possible to create a link to the Site without the express authorization of Trucks'nB, provided that this link opens a new browser window. It is specified that the free authorization to make a link to the Site does not include the reproduction of all or part of the content, in particular a title or a sub-title, to write this link.

In other cases and in particular if:

- You wish to establish a link to the Trucks'nB logo,
- You wish to integrate the content of the Site into the navigation of a third party site,
- Access to the pages containing the link to the Site is not free.

You must request the express authorization of Trucks'nB, under penalty, in particular, of prosecution based on infringement of Trucks'nB's intellectual property rights or unfair competition or free riding.

## **9. Site hosting**

The site host acts as a subcontractor of Trucks'nB, within the meaning of law n° 78-17 of January 6, 1978, only on written instruction from Trucks'nB, and does not have the right to use the personal data of Members to which he is likely to have access, except for the purposes of performing technical hosting and database management services and only under the contractual conditions signed between the host and Trucks'nB which do not may derogate from this article.

## **10. Intellectual property**

Trucks'nB is a registered trademark owned by Trucks'nB.

The trucksnb.eu website and the Trucks'nB mobile application are the property of Trucks'nB.

Any reproduction, even partial, of these elements (name, brand, site and application) is subject to the prior written authorization of Trucks'nB.

Visitors to the Site undertake not to reproduce any of the elements of the Site. Any contrary use of all or part of the Site or of any of its elements would constitute an infringement likely to lead to civil and / or criminal proceedings and to expose the visitor in contravention of the penalties mentioned.

Trucks'nB is the exclusive owner of the intellectual property rights relating to the equipment installed in each Car Park. Trucks'nB is also the sole owner of the data which is automatically fed back by the equipment of each Car Park.

No provision of these GCU may be interpreted as effecting any transfer of intellectual property rights on this sign for the benefit of the Member or the User.

## **11. Invalidity, prescription and disputes**

### *a. Invalidity*

If any part of this agreement becomes invalid or unenforceable, the other remaining clauses of the contract remain in effect.

### *b. Prescription*

Any claim made against Trucks'nB in connection with these presents shall be prescribed within two years.

## **12. Competent courts**

All disputes to which transactions concluded pursuant to these T & Cs may give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not have been resolved amicably, will be submitted to the competent courts of the jurisdiction of the head office of the company Trucks'nB.