

TOURING MOBILIS Disclaimer

Terms and Conditions

Please read these terms and conditions carefully before using or registering for the Traffic Information Services accessible through Touring Mobilis. By using the site you are agreeing to our terms. If you do not agree then please leave the site.

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The data on the site are made available for personal and non-commercial use. Be-Mobile, the owner and operator of Touring Mobilis, at its sole discretion reserves the right to monitor usage of this site and withdraw access to any user or IP address that it believes to be in breach of this condition.

The traffic information service ("the Service") is provided by Be-Mobile, Technologiepark 12b, 9052 Zwijnaarde, Belgium. You agree and understand that Be-Mobile is responsible for providing the Service, and before using it you must accept these terms and conditions between you and Be-Mobile, which may be varied or amended from time to time by Be-Mobile.

Registration

Each registration is for one user only. You undertake to register for the Service by providing your correct name, email address, mobile telephone and network provider. It is your responsibility to update the information that you submit to us; you can update your information at Touring Mobilis.

Charges and Delivery

No charge is made for the provision of the email alerts. Be-Mobile reserves the right to withdraw the service without prior notice. Information contained within the email is subject to our fair usage policy.

A charge is made for the provision of the SMS alerts. Be-Mobile reserves the right to withdraw the service without prior notice. Information contained within the text message is subject to our fair usage policy.

Cancellation or Alteration

You may cancel your use of the Service with immediate effect or change delivery preferences using the web based application at Touring Mobilis.

Accuracy

Whilst Be-Mobile reasonably endeavor to ensure that the information provided via this Service is timely and accurate, no liability can be accepted arising from inaccuracies, delays in transmission of messages or omissions. Copyright in the content of all information provided to you belongs to Be-Mobile. All rights are reserved. No material may be recorded, stored in a retrieval system, reproduced or transmitted in any form or by any means without prior written permission of Be-Mobile.

Be-Mobile will not be liable to you if you are unable to access or use the Service due to the failure of any machine, system or transmission link, any period of essential maintenance, critical change, repairs, alteration to or failure of computer or communication systems, any industrial dispute or anything beyond our reasonable control or that of our agents or subcontractors.

We may at any time and without prior notice withdraw all or any part of the Service. We shall be under no liability to you whatsoever in the event that the Service or part thereof is withdrawn.

All claims in relation to the use of this Service including any information provided to you for any loss of profits, inconvenience, economic loss, loss of business and loss of goodwill (in all these cases whether direct or indirect) together with any claims for indirect or consequential loss or damage are excluded to the fullest extent permitted by law. Nothing in these terms and conditions shall exclude liability for death or personal injury caused by negligence. Your statutory rights are not affected.

No Transfer

This Agreement and the Service is between you and Be-Mobile. You may not assign, transfer or otherwise deal with the same.

Using Your Personal Information

1. Be-Mobile ('we') will use your personal information for the following purposes:

- (a) Identify you when you contact us;
- (b) In relation to the Service in order to help identify your account;
- (c) In relation to the Service help administer, and to contact you about improved administration of any accounts and services we may provide in the future;
- (d) To help to prevent and detect fraud or loss.

2. We may allow other people and organizations to use information we hold about you for the purpose of providing the Service or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these other people and organizations may be outside the European Economic Area in countries that do

not have the same standards of protection for personal data as Belgium.

3. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance.

4. Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in this document and that they have not objected to or withheld the uses of their personal information described in it.

Use of “cookies” on Touring Mobilis

During a visit to the site the possibility exists that ' cookies' are placed on the hard disk of your computer and this only to improve the coordination of the site with regards to the needs of the returning visitor. These mini files or cookies are not used to examine the web surf behavior of the visitor on other sites. Your Internet browser allows you to prevent the use of cookies, to receive a warning when cookies are installed or that the cookies are removed afterwards of your hard disk. Consult for this the help-function of your browser!

Law and Jurisdiction

The Service and this agreement are subject to the laws of Belgium and in the case of a dispute the Courts of Belgium shall have exclusive jurisdiction.