

TERMS & CONDITIONS OF USE

(Last amended in April 2015)



We would like to thank you for your visit to the website accessible at the address <http://www.meritsandbenefits.be>, hereinafter referred to as the “Website”, which is owned and run by Merits & Benefits NV, with its registered office established at Welvaartstraat 22, box 3, 2200 Herentals, Belgium, listed in the Central Businesses Database under number 0882.891.723 and hereinafter referred to as “M&B”.

Please read these Terms and Conditions of Use carefully. These Terms and Conditions of Use lay down the conditions governing access to and use of the Website, the creation of an account and the purchase of goods on the Website.

When you create an account and place orders you will be asked to confirm that you have read these Terms and Conditions of Use and that you accept the content thereof as binding. Your visit to the Website, your registration for an account, the placing of orders and any other use of the Website in any case imply that you have acquainted yourself with and accepted these Terms and Conditions of Use.

1. PURPOSE OF THE WEBSITE

The Website is a platform website via which employees or members of staff (hereinafter referred to as the “Users”) of affiliated companies (hereinafter referred to as the “Companies”) can take advantage of certain discounts, promotional offers, commercial campaigns or other benefits on goods or services offered by traders (hereinafter referred to as the “Traders”).

2. APPLICABILITY AND BINDING FORCE

These Terms and Conditions of Use apply to any use of the Website and any purchase made via the Website. By visiting the Website you declare that you have read these Terms and Conditions of Use and accept the content thereof as binding.

3. USING THIS WEBSITE

3.1. Use of the Website and the creation of an account are free of charge and reserved for employees of Companies affiliated to M&B.

M&B reserves the right to block access, unilaterally, immediately, permanently and without forewarning, for visitors who fail to observe these Terms and Conditions of Use and the Website’s Privacy & Cookie Policy.

3.2. In order to be able to take advantage of the discounts and benefits on the Website and to purchase or hire goods or services from the Traders, you must be over 18. M&B reserves the right to block access unilaterally and without forewarning if it transpires that you are under age.

3.3. To be eligible for the discounts and benefits on the Website you must meet the conditions stated on the Website for each discount or benefit (for example, for a particular benefit it may be stated that the benefit in question only applies on presentation of your user card, on condition that you buy and print out a voucher, etc.).

4. CREATING AN ACCOUNT

4.1. In order to be able to take advantage of the discounts and other benefits offered by the Traders on our Website, you have to create an account by filling in your personal particulars in the registration form available on the Website. The registration form should be completed fully and truthfully.

4.2. You are not allowed to use another person's identity, proxies or temporary e-mail addresses.

4.3. When you register you must declare that you agree to these Terms and Conditions of Use and the Website's Privacy Policy.

4.4. M&B reserves the right to accept or reject your registration. Your registration may be rejected for one or more of the following reasons (the list below not being exhaustive):

- You have failed to provide the requested details for identification purposes, or have provided incomplete or incorrect data;
- You try to register several times using different names;
- You are using another person's identity;
- You fail to fulfil one or more of the obligations mentioned in these Terms and Conditions of Use or have failed to do so in the past;
- M&B may reasonably assume that you will not fulfil an obligation of this kind;
- Any other reason on the grounds of which we can reasonably deem it impossible to accept your registration.

4.5. As soon as your registration is complete, you will receive a confirmation e-mail containing all the relevant information you need to be able to access and manage your account.

4.6 The password and user card you receive in order to gain access to the Website are strictly personal. You may not hand over, disclose or sell them to anyone else. The user card remains the property of M&B at all times and should be returned to your employer (and by your employer to M&B) when your cooperation with your employer comes to an end (for example in the event of resignation/dismissal/redundancy) and when the cooperation between M&B and your employer comes to an end.

5. OUR RELATIONSHIP WITH YOU AND WITH THE TRADERS ON THE WEBSITE

5.1. The Website serves as a platform website through which Traders offer the Users certain discounts, promotional offers, commercial campaigns or other benefits. The Website is not itself a webshop (only a platform giving access to the Traders' webshops). As a general rule M&B acts merely as an intermediary in this respect, since M&B does not sell the goods or services itself and does not offer them for sale itself either (this is done by the Traders).

5.2. The webshops you visit via the Website and the goods you buy there belong to the Traders who run those webshops.

5.3. M&B recommends that you adopt a wise and prudent approach as a consumer by going through the Traders' range with due care and attention before taking the decision to buy anything.

6. OUR LIABILITY

6.1. M&B devotes the greatest possible care and attention to the Website's content. However, this content is subject to changes and is presented to you without any explicit or implicit guarantees as to its accuracy or correctness. M&B is not liable for loss or damage resulting from use of the Website's content, irrespective of whether this content proved to be correct or incorrect, or for loss or damage caused by the use or dissemination of this content, or for loss or damage stemming from inaccurate, incomplete, ambiguous or outdated content or language errors on the Website (e.g. concerning discounts, special offers, benefits, prices, quality, availability, etc.). M&B does not bear any responsibility or liability whatsoever with regard to the goods or services offered.

6.2. M&B stresses that it is merely an intermediary that offers a platform for the Traders. M&B is not the creator of the range offered by the Traders on the Website. M&B is not liable or responsible for the content of the range of goods or services accessed via the Website.

M&B does not give you any guarantees regarding the content of the Traders' product range or services. M&B declines all responsibility or liability for the content of the Traders' product range if this were to prove not to be correct or if it were to prove to be in breach of third parties' rights, applicable criminal laws or public order and/or common decency. If you notice the presence of content of this kind you should immediately notify M&B thereof so that M&B can take the appropriate measures where possible. The Trader alone is liable for the content of his or her product range offered on the Website.

M&B is not responsible or liable for the content of the product range offered by the affiliated Traders, or for the goods or services offered, the terms and conditions of purchase or delivery thereof, or the quality of the service provided, or for the terms and conditions of sale, terms and conditions of use and privacy policy applied by these Traders or any other aspect of the transaction between you and the Trader. M&B is likewise not liable for any possible infringements on the part of the Traders or affiliated Companies on third parties' rights via the Website.

6.3. M&B also declines all responsibility and liability in respect of the service rendered by the Traders. In this respect M&B shall not be liable or responsible for non-fulfilment or inadequate fulfilment of agreements that is attributable to negligence or errors on the part of the Trader. M&B does not provide any guarantees concerning – and is not responsible or liable for – the quality, quantity, security or conformity of goods or services purchased or hired (for example using discount vouchers) from a Trader via the Website. M&B is not responsible if a Trader does not grant a discount he/she has announced or if a Trader has made a mistake in the discount or benefit he/she has announced.

M&B does not intervene or intercede and is not party to the relationship between you (the User) and the Traders and will therefore not be liable for any disputes that arise between you and the Traders.

Therefore, by way of example, M&B shall not be liable or responsible if and when:

- the Trader fails to fulfil his or her obligations in respect of you;
- the Trader alters or fails to observe the terms and conditions of sale that he/she has presented;

- the Trader withdraws the special offer after this has been accepted by the user but before performance by the Trader, irrespective of whether this withdrawal is subject to a prior notification or statement of a valid reason;
- the price of the special offer rises after the user has accepted this special offer, irrespective of whether this price increase is subject to a prior notification or statement of a valid reason;
- the Trader's sales practices were in one way or another to be misleading or were to constitute an infringement of Book VI of the Code of Economic Law, "Market Practices and Consumer Protection";
- the Trader were to be guilty of infringement of any other applicable laws or regulations or violation of your rights or interests or those of third parties;
- ...

If you have complaints with regard to one of the above-mentioned points (or any other complaint), you should immediately contact the Trader in question.

In any case M&B's liability for any loss or damage shall at all times be limited to a maximum amount of the invoice value of the order, more particularly that part of the order to which the loss/damage and M&B's responsibility relates. M&B's liability shall also always be limited to the amount that M&B itself receives from its insurance company by way of a pay-out. M&B shall in any case never be liable for indirect loss or damage, including consequential loss, incidental loss, loss of profit, loss of income, savings missed out on, benefits missed out on, loss of goodwill or reputation, and loss incurred on account of business stagnation.

6.4. M&B provides for the necessary security system to protect the Website, its IT system, its databases and the data of the Website's users. Among other things M&B takes care of regular adjustments to antivirus protection. In this context M&B has an obligation of best effort and not an obligation of result. Other than in the event of mala fide acts or gross negligence, M&B (and companies and persons affiliated to it) shall not be liable for damage, interruption, theft, loss, destruction or alteration of data, loss of profit, or other direct or indirect loss or damage caused by an illegal or unlawful access or use by third parties of the Website or of the Website's IT system or telecommunication system (including with regard to users' data and including with regard to viruses possibly spread via the Website).

M&B makes every effort to provide access to the Website 24 hours a day, seven days a week. In this respect M&B guarantees an availability of at least 97% on an annual basis. However, given the technical characteristics of the Internet and IT resources, and given the need to carry out periodic maintenance, updating and upgrading activities, M&B is unable to guarantee uninterrupted access to and provision of services on the Website. In the case of normally acceptable interruptions or failures in access or the provision of services, M&B shall make very endeavour to find a solution to the problem as quickly as possible. Such normally acceptable interruptions or failures are specific to the provision of services on the Internet. These cannot be considered as shortcomings and shall not give rise to compensation.

6.5. The websites and webshops (including the webpages of the Traders on the Website) to which M&B provides links, are not managed, hosted or maintained by M&B. Therefore M&B is not answerable for the content of such websites, or for the links appearing on them or modifications and updates that are carried out from such websites.

6.6. The information on the Website may under no circumstances be regarded as advice in the field of finance, investments, personnel management, or in any other field whatsoever. All information provided on the Website is always for information purposes only.

6.7. The Users of the Website are themselves responsible for using the Website with all due care and diligence. The Users of the Website are also responsible for the suitability and maintenance of their technical equipment, such as their computer, laptop, PC, modem, Internet connection, telephone line, etc.

7. INTELLECTUAL PROPERTY

M&B is the exclusive owner of the intellectual property rights attached to the Website and the service offered (also encompassing the names “Merits & Benefits” and “M&B”). As a user of the Website you undertake to refrain from copying, transcribing, reproducing, disseminating, duplicating, publishing, licensing out, running, transferring, reselling or in any other manner using the totality of the component parts making up the Website (or a part thereof) in any way and in any form whatsoever. These component parts relate *inter alia* to the brand names, texts, software, databases, forms, trade names, product names, logos, graphic components and illustrations, graphics, music, colour combinations, slogans, layouts and page arrangements and any other component part of the Website and the service that is eligible for protection.

8. FORCE MAJEURE

- 8.1. In the event of *force majeure* M&B is not obliged to fulfil its obligations. In this case we may either suspend our obligations for the term of the *force majeure* or permanently dissolve the agreement.
- 8.2. *Force majeure* is any event or circumstance against our will and beyond our control that wholly or partially prevents the fulfilment of our obligations. We deem this to include, *inter alia*, strikes, fire, breakdowns, mechanical failures, IT failures, system errors, power failures, failures in a (telecommunications) network or connection or communication systems used and/or the fact of the Trader’s website not being available at any given moment, failure to deliver or late delivery on the part of suppliers or other third parties whose services have been enlisted, etc.

9. EXCEPTIONAL CASES IN WHICH M&B DOES SELL DIRECTLY

Only in *exceptional cases* may M&B be deemed to be a direct seller of certain specific products or services (this particularly concerns certain vouchers or tickets that are nonetheless offered to the Users directly by M&B – and therefore not via the Traders). In these exceptional cases the direct connection between M&B (as seller) and the User (as buyer) will always be clearly evident from what is stated on the Website and will be made clear upon confirmation and/or delivery. Separate user terms and conditions will also apply to these exceptional cases.

10. GENERAL PROVISIONS

10.1. Modifications

If these Terms and Conditions of Use are modified, the new version will be made available on the Website and this new version will be applicable from the next time you visit the Website. From that moment onwards you are deemed to have acquainted yourself with these amended conditions and to agree to them.

10.2. Applicable law and competence clause

These Terms and Conditions of Use are governed, interpreted and implemented in accordance with Belgian law, which is exclusively applicable to any dispute that may arise. The Dutch-speaking courts of Brussels have exclusive jurisdiction to rule on any dispute

possibly stemming from the interpretation or implementation of these Terms and Conditions of Use.

10.3. Acceptance

By visiting the Website, placing orders and creating an account, you accept all the provisions of these Terms and Conditions of Use.

10.4. Contact

For any further information on these Terms and Conditions of Use, or if you would like to make any comments about them, you can contact M&B at the following address: Welvaartstraat 22, box 3, 2200 Herentals, Belgium, info@meritsandbenefits.be.

Any complaint or dispute should be sent by registered letter to the address given above.

All announcements or notifications from us to you are placed on the Website or sent by e-mail.