

## **CAPS FUELCARD / CAPS ROUTEX CARD GENERAL TERMS AND CONDITIONS OF USE**

### **Subject**

These General Terms and Conditions of Use govern the use of the fuel card hereinafter referred to as CAPS Fuelcard (for the gas) or the CAPS Routex Card (for the gas and services), in Europe, within the CAPS network, hereinafter collectively referred to as the « **CAPScard** ». The CAPScard is provided by G&V Servicestations NV – a company incorporated under the laws of Belgium, registered with the Crossroads Bank for Enterprises under company number 0461.054.460, and with registered offices at 8520 Kuurne (Belgium), Harelbeeksestraat 120 – or any of its affiliated companies, collectively « **G&V** ».

By filling in the CAPScard request form or by requesting otherwise a CAPScard, you acknowledge and warrant that you act for professional purposes or on behalf of commercial company.

These General Terms and Conditions of Use govern the legal relationships between G&V and you or the company that you represent (the « **customer** »), in the framework of the use of the CAPScard.

### **Product**

With the CAPS Fuelcard, the following products and services may be purchased within the CAPS network and the limits set:

- Various types of fuel

With the CAPS Routex Card, the following products and services may be purchased, within the Routex network and the limits set:

- Various types of fuel
- Lubricants and services offered in the network service stations
- Road services such as tolls, road taxes, parking, etc.

### **Use of the CAPScard**

The CAPScard remains the property of G&V and may not be transferred to third parties without the prior authorization of G&V.

The CAPS Fuelcard is valid for 60 months, until the end of the month indicated on the card in MM/AA format. The CAPS Routex Card is valid for 36 months.

2 months before the expiry date, the customer automatically receives a notice for the replacement and possible modification of the cards. These are only replaced/adjusted after confirmation by the customer.

A new fuel card will only be activated after the customer has acknowledged receipt of the card and the PIN code.

The fuel card is free, but in case of replacement due to loss, theft or damage, G&V reserves the right to charge a fee of 10 €/card.

With respect to the CAPS Routex Card, a monthly fee of 4 € is charged for making the card available (even if it has not been used).

Each CAPScard has a code and the customer undertakes not to lend the card to any other person and to keep the code strictly confidential. If it appears that the customer did not make everything possible to keep this code secret, then the customer is solely responsible for the consequences that may result, without recourse against G&V. For example: keeping the PIN code together with the card, visibly typing on a terminal, communicating the codes...

In such cases, the customer holds G&V harmless against any claim that may arise from the misuse of the CAPScard.

Any new fuel card is activated only after the customer has acknowledged receipt of the card and the PIN code.

The customer is responsible for the use of the CAPScard and will take all necessary measures to prevent the loss, theft, damage or misuse of the PIN code. It also means that the customer acknowledges that it will pay for all transactions linked to the fuel cards allocated to them, even in the event of loss or theft. The customer must inform G&V immediately if the card is lost or stolen. After receipt of the loss or theft written notification, the customer remains responsible for the payment of transactions made with the card, but not more than within 24 hours for transactions in Belgium and 48 hours for transactions outside Belgium, except the weekends and public holidays.

A fuel card is blocked via the online system within 4 hours.

The parties agree that the provisions of Book VII of the Code of economic law (CEL) will not apply to their relationships and that, as the case may be, Articles VII.27, §3, VII.28, VII.34, VII.36 to VII.38, VII.41, VII.49 to VII.51 and VII.55, §1 CEL will not apply, in their entirety, to their relationships. The parties agree that the other provisions imposing obligations on the provider (G&V) are excluded or limited to the largest extent permitted by the law. The payment service user (the Customer) bears, among others, but without limitation, all risks associated with unauthorized payment transactions, including, but not limited to, those made possible by skimming or other fraudulent techniques. The period referred to in Article VII.33 CEL shall be reduced to one month. The customer is therefore required to report any unauthorized transaction to the card issuer within one month.

### **Blocking of the CAPScard**

The card will be automatically blocked by G&V in the following cases:

if an incorrect code has been entered three times (automatic unlocking after 24 hours), if the limit has been reached, if G&V suspects misuse or fraud, if the customer does not use its card for more than 6 months.

Each CAPScard has a daily, weekly and monthly usage limit. If one of these limits is exceeded, the refueling process stops automatically.

Each customer is also granted a credit limit, which may be adjusted at any time at G&V's discretion.

The card is automatically blocked in the above cases without the customer being entitled to any compensation.

G&V also has the right, without justification and with immediate effect, to block and/or withdraw the cards permanently and to terminate the collaboration with the customer in the event of (i) refusal of a direct debit, (ii) late payment, (iii) collective settlement of debts or any other measure provided for by the law on business continuity, (iv) if the G&V insurer indicates that it no longer wishes to insure the credit granted by G&V to the customer when using the fuel card(s), for whatever reason, (v) if the customer's own funds are affected and, for example, but without limitation, are below its capital (vi) if there are serious reasons to believe that the customer will be unable to pay its debts...

G&V may retrieve or exchange the CAPScard at any time on justified request.

The customer undertakes to report any card found to G&V and not to use it until it has been activated by G&V.

### **Invoice and payment**

The transactions are invoiced periodically according to the agreement with the customer. The standard payment period is 7 days after the invoice date by direct debit.

The invoice is established on the basis of transactions. Details of these transactions are provided per fuel card, in the invoice annex.

Invoices are payable on the due date by direct debit. To this end, the customer signs a European direct debit mandate (SEPA), which authorizes G&V to request, on a regular basis, the amount of the invoice to the bank that manages the mandate.

The customer undertakes to make sufficient funds available to enable direct debit orders to be executed.

Invoices and attachments are sent by email by default if the customer wishes to receive its invoice by post, G&V reserves the right to charge an administrative fee of €2 per invoice.

### **Optional services**

If the customer uses the following optional services, it undertakes not to lend these data, including login and passwords, to others and to keep it strictly confidential. G&V cannot be held responsible for any misuse of logins or passwords.

The following optional services are available for companies with a fleet of 10 vehicles or more:

- CAPS Online (Petrolweb website): this website contains the following information and functions:
  - O Information request on fuel card
  - O New fuel cards request
  - O Blocking and unblocking of fuel cards

- O Recovery of the details of the transactions since day one
- O Request of invoicing documents and annex
- O Request of a file containing the detailed transactions of the invoice
- Alert system: each fuel card taken individually can be controlled on several points, including:
  - O Refueling on the weekend
  - O Refueling outside work hours
  - O Exceeding tank capacity
  - O Refueling with unauthorized products
  - O Exceeding daily limit
  - O Exceeding weekly limit
  - O Exceeding monthly limit
  - O Refueling more than once the same day
  - O Incorrect mileage entry
  - O Average use too high or too low

The alert consists of an Excel file that is sent periodically. The purpose is to draw the customer's attention on possible (parameterized) irregularities in the use of the fuel cards.

G&V cannot be held responsible for the information provided and any irregularities found.

**All provided prices are VTA excluded.**

### **CAPScard Privacy Policy**

For the purpose of this CAPScard Privacy Policy (the « **Privacy Policy** »), « **Personal Data** » shall mean any personal data as defined in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (i.e. any information relating to an identified or identifiable individual), or any modifying European regulation including the General Data Protection Regulation 2016/679, as well as the applicable national implementing (collectively the « **Data Protection Legislation** »).

« **Controller** », « **Processor** » and « **Processing** » have the meaning set forth in the Data Protection Legislation.

In addition, the use of the CAPS Online service, on the Petrolweb website (<http://login.petrolweb.net/>) is subject to the Privacy Policy of G&V Energy Group available at the addresses [www.g-v.be](http://www.g-v.be) and [www.caps.be](http://www.caps.be).

The customer acknowledges that where the Data Protection Legislation applies, the following provisions apply.

- a) When the customer wishes to use the CAPScard and the related services (the « **Services** »), (i) the customer (if it is an individual) or (ii) any contact person within the customer that interacts with G&V, on behalf of the customer, in the framework of the performance of the Services (the « **Individual** »), accepts to provide G&V with certain Personal Data relating to him/her, such as his/her first and last names, professional email address, telephone number and fax, copy of the front side of his/her ID, choice of language, the company to which he/she belongs as the case may be, login, password, access rights, file logs in connection with the CAPS Online service and, as the case may be, invoicing and payment data and solvency data (the « **Individual's Personal Data** »). Without prejudice to the generality of the foregoing and section b), the Using Data constitute Individual's Personal Data only if the customer is the individual that personally uses the CAPScard.
- b) For the avoidance of doubt, the customer acknowledges and, where necessary, agrees that the data related to the use and the fleet in connection with the CAPScard ordered by the customer (the « **Using Data** ») are not Personal Data processed by G&V. Each CAPScard has a unique reference number. G&V links the Using Data to the corresponding CAPScard (vehicle type, fuel type, license plate, frequency, dates and locations of refueling, etc.). The customer can then link the reference number to the CAPScard (and the associated Using Data) to the identified personnel member that uses the CAPScard. In view of the above, G&V is not responsible for the manner the customer processes Using Data, nor for the purposes of such processing.
- c) The Individual acknowledges and, where necessary, agrees that the Individual's Personal Data may be collected and processed by G&V, as Controller, for the following purposes: identification of the customer and verification thereof, performance of the Services, management of the contractual relationship with the customer, finding of misuse or unauthorized use of the Services, complying with the legal obligations to which G&V is subject. In addition, G&V may process the Individual's Personal Data for monitoring the use of the CAPScard and Services, analyzing the use thereof, developing new functionalities enhancing the Services and for market research purposes. To the greatest extent possible, G&V will favor the process aggregate data (which is data that does neither identify the Individual nor can be linked to the latter, such as statistic data), pseudonymized or anonymized data, rather than Personal Data, when the purposes of such Processing can be achieved in the same way.

Moreover, G&V receives and processes credit analyses from credit auditors or data from partner networks in order to (i) verify the creditworthiness of prospects wishing to place an order, (ii) correctly invoice transactions and (iii) monitor purchases and sales.

- d) Where applicable, the customer warrants (i) that it is authorized to disclose to G&V the Individual's Personal Data for the aforementioned purposes, and (ii) that it undertakes to inform the Individual of the content of these General Terms and Conditions of Use.
- e) If the Individual consents to the use of the Individual's Personal Data for commercial communications and advertising purposes, G&V will process the Individual's Personal Data for the purposes for which the Individual has granted consent until the Individual revokes such consent. Provided that the Individual expressly consents thereto, G&V may send commercial and advertising communications related to G&V and its products/services to the email address communicated by the Individual to G&V. If the Individual does no longer wish

for the Individual's Personal Data to be processed for commercial communications and advertising purposes, the Individual has the right to withdraw his/her consent in that respect, at any time, free of charge and without having to provide a justification. The procedure for doing so is outlined in section h) of this CAPScard Privacy Policy.

- f) Where applicable, the customer and/or the Individual acknowledges and, as the case may be, agrees that G&V may be compelled to disclose certain data, including Personal Data and Using Data (without prejudice to the provisions of section b)) to the competent authorities in the context of a police or judicial investigation.

In the framework of (i) the provision of the Services, including, without limitation, the provision of the CAPS Online service and (ii) the use thereof, G&V may call upon the services of sub-contractors to which certain Personal Data may be disclosed, and with respect to which G&V has taken appropriate measures to ensure the protection of the Individual's Personal Data in accordance with the Data Protection Legislation.

Generally, G&V will not transfer the Individual's Personal Data to third parties, except the transfers

- authorized under applicable law or
- as mentioned in this section f) or elsewhere in this Privacy Policy.

The Individual also consents to the transfer by G&V of the Individual's Personal Data (i) to its affiliated companies for the abovementioned purposes and (ii) in the event G&V sells or transfers all or a portion of its business or assets to a third party.

To the extent that a transfer of the Individual's Personal Data to countries outside of the European Economic Area in countries not considered by the European Commission as ensuring an adequate level of personal data protection takes place, G&V shall ensure that measures are put in place in accordance with the Personal Data Legislation.

- g) The Personal Data, as collected and processed in accordance with the CAPScard Privacy Policy, will not be kept for a period longer than necessary to achieve the purposes specified above. Without prejudice to the generality of the foregoing, the Individual's Personal Data will be kept as long as the customer uses the Services in the framework of which the Processing of the Personal Data takes place.

G&V has put in place the required security measures in order to protect the Personal Data obtained through the use of the Service against accidental or unauthorized destruction, loss as well as illicit or unauthorized modification, use, access and other processing. G&V takes steps to maintain the confidentiality of the Individual's Personal Data and protect it from unlawful disclosure. G&V will not make the Individual's Personal Data publicly available.

- h) In accordance with the Data Protection Legislation, the Individual is entitled to access the Individual's Personal Data relating to him/her, as collected and processed by G&V, and request the correction or suppression of the Individual's Personal Data (as the case may be) if it is incorrect or unnecessary. To exercise these rights, the Individual must simply send a signed written request to G&V, at the email address [privacy@g-v.be](mailto:privacy@g-v.be), together with a copy of the front side of his/her ID or other identification document proving that the Personal Data are related to the Individual. If, at any time, the Individual wishes that G&V does no longer process the Individual's Personal Data for commercial and advertising communications purposes, the Personal Data may object to the future Processing of the Individual's Personal

Data for such purposes, at any time, free of charge and without having to provide a justification by following the abovementioned procedure in this section h).

In general, the Individual is entitled to withdraw his/her consent to any Processing based on the latter's consent (if any) at any time. This withdrawal of consent does not compromise the legality of the Processing based on consent made prior to such withdrawal.

In the event that the Individual considers that the Processing of the Individual's Personal Data infringes the Data Protection Legislation, the Individual has the right to lodge a complaint with a supervisory authority, in particular in the Member State of the European Union of his/her usual place of residence, place of work or the place where the infringement occurred. The Belgian supervisory authority is the Data Protection Authority (<https://www.dataprotectionauthority.be/>).