

Swave - Terms of Use

1. Document

1.1. These terms of use (the “Terms of Use”) constitute an agreement between two parties:

1. “you”, the User, meaning any natural person who has downloaded and/or uses the Swave App (see below);
2. “we”, “us”, meaning the company Digiteal SA (see contact details below).

1.2. Furthermore, the following terms have the following meanings:

1.2.1. “App”: the Swave application provided by Digiteal.

1.2.2. “Portal”: the Swave website, web application and mobile application that are specifically provided by Digiteal for our Clients (see below).

1.2.3. “Bank Account”: a bank account with a bank or credit institution.

1.2.4. “Services”: the Services that Digiteal offers including and in relation to the App and the Portal.

1.2.5. “Clients”: businesses such as merchants, cities and shopping malls, that have a valid contract with Digiteal to use the Services.

1.2.6. “Cashback”: monetary value in EUR that you can get as a reward through Digiteal if you properly use eligible Services, such as, but not limited to, the Service 'Parking-as-a-Service' as detailed on page 11 of this document and 'Bike Benefits' on page 15. Users can deposit this monetary value into their Bank Account by indicating in the App on which Bank Account they wish to receive it.

1.2.7. “Points”: loyalty points that you can get as a reward from a Client if you properly use eligible Services, such as, but not limited to, 'Automated Loyalty', as detailed on page 10 of this document.

1.2.8. “Rewards”: Cashbacks and Points.

- 1.2.9. “Reward Programs”: different ways you can earn Rewards through Digiteal if you properly use eligible Services, such as, but not limited to, the Services “Parking-as-a-Service’ and “Bike Benefits” for which you can earn Cashback, and the Service ‘Automated Loyalty’ for which you can earn Points.
- 1.2.10. “Account Information”: All information about your account and all the operations which we store in our database and you can see in the App.
- 1.2.11. By accessing and using the Services, you irrevocably accept these Terms of Use, together with the Privacy Policy. In addition, you certify that you have read, understand and agree to be bound by the Terms of Use and the Privacy Policy, and that the Terms of Use and the Privacy Policy will form a binding agreement between you and us. The Agreement governs your use of the Services. Digiteal is willing to grant access to the Services only to those Users who unconditionally accept all the terms and conditions of this Agreement, in the latest version.

2. Who are we?

- 2.1. Digiteal's Swave Services works as a reward platform designed to automatically save consumers money on their purchases and help them earn rewards like free consumptions. The value to our Clients is that, through our Services, they can attract more consumers, do this more frequently, can encourage consumers to spend more and can simply provide more Services to their consumers, increasing User satisfaction.
- 2.2. The key to providing these Services automatically is allowing Digiteal to retrieve and analyze consumer transactions and/or access location and GPS data. Based on this access, Users will receive Rewards when they have met one or more of our criteria. We further explain these criteria below.
- 2.3. To retrieve and analyze consumer transactions, Digiteal is a certified payment institution in accordance with the Belgian law of 11 March 2018 on the legal status and supervision of payment institutions and electronic money institutions under the supervision of the National Bank of Belgium.
- 2.4. Digiteal's license as a payment institution is passported throughout Europe allowing us to also offer our Services in other countries in the European Union.
- 2.5. If Digiteal is taken over by another company or if Digiteal decides to merge or split the company, our agreement with you will be transferred to that other company. In this case, we do not need your permission to carry out that transfer.

3. User

Your use of our Services:

- 3.1. To use one or more of our Services, you must download the App.
- 3.2. To become a User, you have to i) correctly and entirely complete the registration process on the App, by following the instructions in the App; ii) verify the email address provided via the email sent to that email address; and iii) approve the Terms of Use and Privacy Policy during the registration process.
- 3.3. Your right to use our Services is personal to you and is not transferable. The information you provide us with must be correct, accurate, complete and honest. Therefore, you shall update such information when necessary. You must be over 18 years old to be authorized to use the Services, although for Services which do not require a linked Bank Account 16 years suffices.

- 3.4. When linking a Bank Account to the App, this Bank Account can be linked to multiple App User accounts as long as the App User is also that particular Bank Account holder, i.e. registered with the bank for that particular Bank Account. This is checked during the bank's own Strong Authentication Process the App User goes through during the process of linking a bank account.
- 3.5. Only when you as an App User would be paid 200,00 EUR or more in one month as rewards coming from the Services, Digiteal will perform an additional verification check by asking you to send a copy of your national identity card or passport, within 14 (fourteen) calendar days. You then to send a scan of your own national identity card or passport and not someone else's. Failure to do so is categorized as fraud.
- 3.6. Within 14 (fourteen) calendar days after receipt of both the copies of the national identity card(s) or passport(s), Digiteal will decide if that person owns the Bank Account and therefore also which App User.
- 3.7. Your access and/or use of our Services can sometimes be interrupted, most notably for circumstances beyond our control. This includes, but is not limited to, the failure of Application, periodic updates, maintenance or repair of the Services or other actions. Digiteal cannot be held liable for any unavailability or interruptions.
- 3.8. A valid User account is required to check your Cashback balance and Points balance. We will credit accounts with Cashback and Points within one week unless third party errors occur. The App will indicate that Rewards will be collected either i) immediately upon an eligible purchase as further described in the App or ii) after additional requirements are met (for example, after a refund period for a purchased product has passed or after the purchased journey is completed). Cashback and Points are collected as described in the App and it may take several business days for your account to be updated to include a transaction. Any claim for Cashback or Points that was not credited accurately, must be corrected by Digiteal within 30 (thirty) calendar days after the date on which the User claimed the Cashback or Points. Digiteal is not responsible for any errors, delays or errors in crediting Points to your account.
- 3.9. From time to time we can offer you, as a User, a pre-release of features and a temporary 'preview version' so that you as a User can give your feedback. These 'preview versions' can still have errors and so-called bugs. This can lead to data loss, corruption, inaccuracies and errors. As a User you are also aware that if you use these 'preview versions', you may have an inability to revert to an older version. You allow the 'preview versions' to be used entirely at your own risk.

4. Purpose

The purpose of the Swave Services is to allow businesses and local administrations to provide an additional service to consumers, i.e. the Users. Through this, Digiteal wants to give the Users maximum profitability for minimal input and help the Clients to generate more turnover.

5. Privacy and personal information

- 5.1. You can read our [full Privacy Policy on our website](#). As a User, you agree to the applicable Privacy Policy (and changes made to it) published and notified by Digiteal.
- 5.2. Digiteal may use your information that is not identifiable and/or that is aggregated for direct marketing and to optimize our Services.
- 5.3. You as a User provide us with information such as first name, last name, PINs, log - information, materials, clicks, transaction data and other content through the Services which Digiteal offers you. We may use and store this information in accordance with our Privacy Policy and these Terms of Use.
- 5.4. As a User you declare to give Digiteal the right to use this information without any compensation except the ones defined in the GDPR.
- 5.5. When you use links to banks in the App, you explicitly grant Digiteal access to your Account Information maintained by banks on your behalf as your agent and you authorize the banks to disclose your information to us.
- 5.6. If you, through a link in one of the Services, have linked your Bank Account to a third party who works with us, you give such third parties explicit consent to disclose your transaction information and credit card data to Digiteal.
- 5.7. You expressly grant access to your Account Information maintained by this identified third party and confirm that you allow this identified third party to disclose your information to us. You acknowledge and agree that Digiteal has your permission to collect Account Information from third party sites, Digiteal works as your agent and not as the agent of the third party managing the site.
- 5.8. For the purpose of these Terms of Use, you grant Digiteal a limited power of attorney as your de facto agent to access, read and save your information on third party sites and to retrieve your information related to Account Information, transaction data and bank details.
- 5.9. We only store information that is required to deliver our Services and to optimize our Rewards Programs. We can show only anonymous information to our Clients, in accordance with our Privacy Policy.

- 5.10. If you provide us with non-verbal or verbal feedback or tips on bugs or potential features that we should develop on your recommendation, please understand that in those cases you give us permission to use your feedback and tips in one of our following versions of the Services and that we do not owe you any compensation for this.

6. Relationship between the User, Client and Digiteal

- 6.1. You can only use our App for the Services described in this document. When you use our App, you do not receive any ownership rights to our App, logo or other things related to our App. You may not copy our App nor any part of it.
- 6.2. In general, with all our Services, a User must perform actions, within and outside the App, and by correctly performing those actions in accordance with the conditions and instructions issued by one or more of our Clients. If this happens, the User will receive a Reward for this by one or more of the Clients. Those conditions are also explained to the User in the App in all relevant places.
- 6.3. The Client can cancel the Services, as per the agreement between the Client and Digiteal. Upon termination of the provision of Services by the Client, we are not bound by any compensation to the User for the Points that the User has built up for loyalty to that merchant, city or shopping mall. All Points that the User has built up with the Client will disappear from the User's account.
- 6.4. Upon termination of the Services by the Client, the Client is bound by the payment of Cashback to the User, which the User has built up with the Client via one or more Services of Digiteal, including, but not limited to, the Services Parking-as-a-Service and Online Cashback.
- 6.5. In Digiteal's contracts with all of its Clients, Clients agree to pay their invoices in full for all days when they have used the Service under the contractual agreement.

7. Contact

The easiest way to reach us is via the 'Help' section within the App. You can also reach us via support@swave.be. Our assistance is available in Dutch, English or French.

8. Termination, expiry time, inactivity and cancellation

8.1. You can cancel your account as follows:

1. Log in with your account on the App
2. Go to ' Settings '
3. Press 'close account'
4. Press 'I'm sure', which constitutes the cancellation of the account
5. Then we will contact you within 14 (fourteen) calendar days and we will delete your personal data within an additional 30 (thirty) calendar days.
6. All unredeemed Points and Cashback will be forfeited immediately after cancellation and cannot be recovered nor transferred.

- 8.2. Whether or not Digiteal allows you to register later again for the Services after a stop, is a decision of Digiteal. In any case, previously earned Points that have been forfeited will not be credited to you, unless this has been confirmed in an e-mail sent by Digiteal to the User, after contact with Digiteal's support.
- 8.3. Cashback or Points earned in the App will expire within 10 (ten) years of signing up unless you delete your account before that period ends. If Digiteal is declared bankrupt, Users will be notified through the App to collect their Cashback and exchange their Points or Rewards at Clients within 30 (thirty) days. From the moment the notification has been sent, Users will not earn Rewards anymore.
- 8.4. If you delete your account before we have been able to deposit your Cashback into your Bank Account, the right to the monetary value that you would receive as a reward will lapse and Digiteal will return the monetary value to the Client.
- 8.5. If your account is terminated or disabled for any reason, including but not limited to multiple attempts of fraudulent activity, your existing Points and Cashback will be forfeited and any further transactions that may otherwise earn you Points, and Cashback will not apply.
- 8.6. Digiteal may cancel your accumulated Points and Cashback, suspend your benefits or cancel your account at any time, after written notice was given but remained without success, if duly justified, most notably in case Digiteal believes you (i) acted in a manner inconsistent with applicable laws or regulations; (ii) failed to pay the amounts due from Digiteal or its Clients, while you did earn Points or Cashback for those transactions; (iii) acted in an improper, fraudulent, abusive or hostile manner; (iv) violated or infringed the Terms of Use; or (v) engaged in any wrongdoing or misconduct in connection with the Services. Nothing in these Terms of Use will limit Digiteal in exercising any legal or equitable rights or remedies.
- 8.7. The Points and other related benefits and Services, excluding Cashback, are the exclusive property of Digiteal and are not the User's property. Points have no cash value and Digiteal does not compensate or pay any cash, cash equivalents or credit for forfeited or unused Points.
- 8.8. The Cashbacks earned on the App do have a monetary value. Specifically, the value of '€1 Cashback' equals 1.00 EUR, and '€0.01 Cashback' equals 0.01 EUR. The Cashback to be earned on the App, are the exclusive property of the User the moment the value of Cashback reaches "€0,01".
- 8.9. It is the sole responsibility of the Client who has agreed to, through the Services, effectively grant the Cashback reward earned by the User. Digiteal has a payment system in place that facilitates these payouts for the Client to transfer the amount from his or her bank account to the User.

9. Our Services

9.1. Account Information Services

- 9.1.1. Article 2, paragraph 6 of the Belgian Act of March 11, 2018 on the status and supervision of payment institutions defines an Account Information Service as follows: "an online service to provide consolidated information on one or more payment accounts held by the payment service user with either another payment service provider or with more than one payment service provider".
- 9.1.2. Digiteal is licensed by the National Bank of Belgium to provide Account Information Services which implies that you can link your Bank Account to our App. You can do so by following the instructions in the App. Once your Bank Account is linked to our App, you can use several of our Services, such as, but not limited to, 'Parking-as-a-Service' and 'Automated Loyalty'. There may also be Services in our App that you can use without linking your Bank Account, such as, but not limited to, "Online Cashback".
- 9.1.3. By linking one or more of your Bank Accounts, we can trace at which of our Clients and at which other terminals you have executed a transaction on which data with one or more payment methods associated with the linked Bank Account(s), such as your debit bank card(s) or the app 'Payconiq'. This way you can automatically save money and earn Points on the App, just by paying.
- 9.1.4. We apply the European PSD2 regulations. This is the law that allows European consumers to force their bank (s) to share data with other companies, like us.
- 9.1.5. Not all transactions are eligible for the Cashback or Points rewards, particularly if we are unable to obtain certain transaction information from the payment card network associated with your Account Information. For example, Belgian law does not allow us to trace transactions from your credit cards. So, if you want to save money or earn Points via our Services, it is best to pay with your debit bank cards or the app Payconiq. Believe us, this is also advantageous for the mostly small commercial businesses. After all, the more you pay with credit cards, the more they have to hand over to Visa, Mastercard and other credit card providers. The payment methods with which we can normally track your transactions are described on each profile page of a Client on the App.
- 9.1.6. You must renew the link between your Bank Account and the App every 90 (ninety) calendar days. That is unfortunate, but that is what European legislation requires. In the App you can see how you can do that. We will send you a warning about renewing on time. Please let us know if you don't receive this warning.

9.1.7. If you do not renew the link between your Bank Account and the App in due time, you cannot automatically save Cashbacks or Points after those 90 calendar days. That is why it is important that you renew the link on time.

9.1.8. Finally, you can never hold us responsible or claim damages if you spend money at our Clients after registering as a User on the App, except for the monetary Cashback value. The Cashback rewards are provided by the Clients to the User. Digiteal will make all reasonable efforts to assure the Client pays out the monetary value of any Cashback rewards (see later) to the User.

9.2. **Parking-as-a-Service**

9.2.1. The App can allow Users to, in an indirect way, save money on costs of parking a vehicle, if they have correctly followed the App's instructions as a User:

1. They make a purchase in the physical store of a Client
2. They make a purchase related to parking costs the same day
3. They pay for both transactions via a payment method that is linked to a Bank Account with a valid connection to the App.

9.2.2. In this case, the User will receive a reward in the form of Cashback, granted and paid by the Client through the App. The amount of that Cashback reward is calculated as follows:

1. For example, a User will receive a reward of €1 "Cashback" per 50,00 EUR the User has spent at a participating Client's store on a given day, if the User has also paid for parking for the same day and if the User has made those transactions through a payment method that is linked to a Bank Account with a valid connection to the App and that we can trace through Account Information Services. Credit cards, for example, don't work. That €1 is given in the form of the Cashback reward.
2. This means that, if a User has paid 250,00 EUR at a Client and 6,00 EUR for parking, the User receives a reward of "€4,00" 'Cashback', which has a value of 4,00 EUR.
3. If the User purchased from more than one participating Client on the same day, the User with the same Cashback value will be rewarded as if he had spent the total amount with only one Client. However, Digiteal distributes that value among the various Clients. The amounts are based on how much the User has paid in physical stores of Clients and how much

has been paid for parking. For example, if the User paid 200,00 EUR at Shoes Verduyn, 100,00 EUR at Galeria Inno and 6,00 EUR for parking, the User will receive a reward of €4 Cashback given by Shoes Verduyn and €2 by Galeria Inno. In this case, the User will also receive an App notification from both Clients if desired.

4. In the event that the cost of parking in the example above was only 4,00 EUR, the User will be rewarded with a value equal to the parking costs, being €4 Cashback or 4,00 EUR.
5. Clients decide themselves how much parking they pay back through this Service. This info is clearly shown the App.

- 9.2.3. One or more working days after the User has correctly completed these steps, the User will receive a notification from the App. In addition, the App states how much Cashback the User will receive for its purchases from one or more Clients, purchases that we can trace as described above.
- 9.2.4. Digiteal will convert the accrued value of the Cashback reward into monetary value and have it transferred to a linked Bank Account of the User. In the App, the User must have indicated a Bank Account to which Digiteal can and may deposit the monetary value. The same Bank Account must have a valid connection with the App and by extension the Portal. Specifically, that Bank Account must have been linked to the App for a minimum of 1 (one) working day and a maximum of 90 (ninety) calendar days. If the above conditions are fulfilled, Digiteal will request its relevant Client(s) to transfer the monetary value of the Cashback through Digiteal to the Bank Account of the User. This happens on a weekly basis. All in all, you can expect your pay-out within ten to twenty calendar days after you have received a notification about your earning a Cashback. If you did not receive the money within 20 calendar days, please reach out to our support team through the Support section in the Menu of the app or through info@swave.be.

9.3. **Automated Loyalty**

- 9.3.1. The App can allow Users to earn loyalty Points when they follow the App's instructions correctly:
1. They make a purchase in the physical store of a Client.
 2. They pay for that transaction via a payment method that is linked to a Bank Account with a valid connection to the App

- 9.3.2. In these cases, Digiteal will award the User 'Points' based on how much they have spent with the Client. These Points are Client- specific Points. This means that the User earns loyalty Points that are only valid with the relevant Client where they spent money in their physical store.
- 9.3.3. As a general rule, the User will receive 100 Points per euro that the User has spent at a participating Client on a given day, if the User has made those transactions through a payment method linked to a Bank Account with a valid connection to the App and which we can track through Account Information Services. Credit cards, for example, do not work.
- 9.3.4. One or more working days after the User has correctly completed these steps, the User will receive a notification from the App. In addition, the App will state how many Points the User receives for its purchases at one or more Clients, purchases that we can track as described above. Those Points are immediately identified as "Available" in the App, under section "Rewards - Points - Available" and are also identified as Points on the Client's profile page.
- 9.3.5. It is the Client who decides how many Points a User can earn to redeem for one or more rewards with the Client.
- 9.3.6. Points are rounded to the nearest whole number two decimal places. Numbers that are exactly in the middle following the two decimal places are rounded down.
- 9.3.7. If a User has earned enough Points, the User can exchange them via the App for a material or monetary reward offered by the Client. The User can do this by pressing the 'Validate' button of a reward, displayed on a Client's profile page, and then following the instructions in the App. If these instructions are followed successfully, the Points redeemed for the value of the reward(s) will be deducted from the User's account. Specifically, the Points will be shifted from 'Available' to 'Validated' in the App section 'Rewards - Points' and the Points will be reduced simultaneously from the total number of Points the User has specifically saved with that Client. The latter is also displayed on the Client's profile page.
- 9.3.8. The Points remain the property of Digiteal until the User has successfully executed the instructions so that the Points have been definitively exchanged for a material or monetary reward to the User.

- 9.3.9. Digiteal cannot be held responsible in any way for whether or not a reward is given by the Client after the Points have been redeemed and validated as described above. However, the User can contact Digiteal via the help section in the App and declares to investigate when a Client has not complied with the conditions as described in the contract between Digiteal and the Client. Within 14 (fourteen) calendar days after contacting Digiteal regarding the issue, the User will also receive an answer from Digiteal regarding the investigation and what the next steps are. Digiteal can thereby award or deduct Points from the account of the User as Digiteal wishes, if it gives a reason, but for whatever reason, to the User. Furthermore, Digiteal has no control over the Clients and is bound by decisions they make towards the User, both in person and remotely and / or online. If you disagree with a Client's decision, you may discuss that issue directly with the Client, but you agree that we and our technology partners will not be liable for any such claim with respect to any other dispute or interaction between you and the Client.
- 9.3.10. Digiteal is not responsible for lost or stolen Points or rewards. All rewards are offered subject to availability and restrictions imposed by the reward providers. We do not accept responsibility for any loss, damage, malfunction, injury, death or expense related to the processing or transmission of any rewards or rewards, or for the failure of your rewards to be expected for any reason. If it is assumed that Points or rewards have been sold, exchanged or fraudulently acquired, or issued to anyone other than the registered User of the relevant account, those Points or rewards will be invalid and will not be honored.
- 9.3.11. If Digiteal has been declared bankrupt or when the activities have officially ended, the User hereby agrees that his or her Points may expire on his or her account.

9.4 Bike Benefits

- 9.4.1. In this case, the User can earn rewards in the form Cashback or other general offers made by Clients, such as, but not limited to, a free consumption or a discount if the User orders or spends a particular amount as specified in the App.
- 9.4.2. These rewards can be earned when the User:
1. Has allowed Swave to always track their location, by following the instructions in the App.
 2. Crosses a certain bordered radius within a certain city or municipality by bike, as shown in the App.
- 9.4.3. The User can then choose a select amount of offers, including Cashback rewards, granted by Clients. Once the offers have been selected, these are valid at those Clients until the date displayed in the app.

- 9.4.4. Next to general offers, Users can earn and select Cashback rewards which are very similar to the Parking-as-a-Service reward type, but without the need to pay for parking. When a User pays the required minimum amount as shown in the App at a Client with a linked Bank Account, they will get a specific Cashback reward. This Cashback reward will be seen as monetary value and this will be paid on the first linked Bank Account of the User by the Client, through Swave, as long as that User has a linked Bank Account.
- 9.4.5. In case the App did not unlock the process for a User to select Bike Benefits rewards while the User argued the criteria, the User can contact support through the App chat function or info@swave.be. The Support team will then put in the most reasonable efforts to determine if the User should indeed be able to select rewards. In most case, we expect this can happen due to an inaccuracy in tracking the user's location and/or analyzing the User's phone sensors on which the App is installed.

10. Change and End Rewards

- 10.1. Digiteal may change the Rewards programs, associated Points or other rewards and benefits except Cashback at any time for any reason with a two-weeks prior notice. Digiteal may make changes to, without limitation, processes, benefits, levels, rules for earning and redeeming Points, Points redemption levels, rules for using Points, availability of Points, reward types, availability of offers and participation in the Rewards Programs and program benefits.
- 10.2. Digiteal may terminate the Rewards Programs with a two-week prior notice to all Users. At the sole discretion of Digiteal, Digiteal may choose to replace a similar reward program at any time and upon notice to active Users. A User may not collect or redeem any Points or other benefits after the program ends. If the program is terminated, all unredeemed Points will be forfeited upon termination without any obligation or liability, and Point claims will no longer be honored. Digiteal may terminate the Rewards Programs in whole or in part, in any jurisdiction, with less than two weeks' notice if required by applicable law.

- 10.3. All Rewards Programs benefits, offers, rewards and Services are subject to availability and are subject to change at any time without notice. The User accepts and acknowledges that he or she is responsible to determine whether or not he or she is eligible for the benefits, offers, rewards or Services (including Cashback and Points) that apply to laws, gifts policies and incentive policies. Digiteal may, at any time and at Digiteal's sole discretion (including where a User was not eligible to earn certain Cashback or Points under these Terms of Use), reduce the number of Points or Cashback displayed, as credited to correct a User's account.
- 10.4. However, if a User has earned Cashback this is indicated as available in the App, Digiteal commits to ask the Client to transfer its monetary value to the User's bank account, if all other conditions in these Terms of Use of Use are met, when the Cashback reward program is changed or terminated. As stated earlier, Digiteal's bankruptcy or the cessation of Digiteal's activities is an exception.

11. Link with Third Parties

Some parts of the Services are promoted by sponsors and advertisers. These can be general promoters or specific promoters based on information that you share through the use of our Services and are stored in this way.

1. Digiteal may provide links to other websites and app licenses in its App.
2. Digiteal provides these links for your convenience. WE DO NOT VERIFY EXTERNAL WEBSITES AND APPLICATIONS. WE ALSO DO NOT TAKE ANY RESPONSIBILITY FOR INFORMATION COMMUNICATED ON EXTERNALSITES outside Digiteal's Services.

12. Using your Desktop or Mobile Phone

- 12.1. The use of our Services is available via a mobile phone, smartphone or desktop. Internet access and certain software is required for our Services. The User agrees that he or she is responsible for providing these necessary things if he wants to use the App. We do not take any responsibility for i) availability of telecommunications through your service provider ii) any loss, corruption, damage or other security breaches by the Services provided by your telecommunication service provider; iii) any disclosure or damage incurred due to a fault in the communication lines of the telecommunications service provider or of your bank.
- 12.2. You cannot hold us responsible if someone else gets access to our App with your smartphone or even if they initiate Cashbacks via our App because of a lack of personal proper security measures on the handling of your smartphone.
- 12.3. Make sure you always have the latest version of our App on your smartphone and that you are using the latest operating system of your smartphone.
- 12.4. You agree that we can occasionally send you automatic and manual notifications based on your preferences. We allow the User to set their own preferences regarding notifications. You can adjust, activate or deactivate notifications.
- 12.5. If you activate notifications, you understand and agree that notifications can sometimes be delayed due to various factors. Digiteal makes a reasonable effort to provide notifications in a timely manner, but we are not liable for delays, omissions or incorrect transmissions of a notification, nor for any errors in the content of the notifications. If you have taken action through these reports, we are not liable for this.

13. Access and obstruction

- 13.1. You agree that you will not use robot, spider, deep link or other automated data gathering or extraction tools, programs, algorithms or methodologies to gain access to, to copy or to monitor any part of the Service, without the express approval of Digiteal.
- 13.2. You agree that you will not use any engine, software, tool, agent or other mechanism or thing to navigate or search the Services, other than the search engine and search agent available through the Services made by Digiteal.

- 13.3. You agree that you will not transfer files run in any form of virus, worms, trojan horses or other contaminating or destructive features.
- 13.4. You will not attempt to decrypt, decompile, reverse engineer or disassemble the software and Services provided by us.
- 13.5. You will not attempt to gain unauthorized access to any part of the Services.

14. Own Responsibility

Digiteal assumes that the User is over the age of 16 and can make their own decision whether or not to purchase an item. We do not take any responsibility for the User's decisions, in particular financial decisions.

15. Limitation of the Liability of Digiteal

- 15.1. Digiteal is always liable for death and personal injury caused by Digiteal's gross negligence.
- 15.2. Digiteal will not assume liability to you nor to a third party for damage or loss incurred in any form through the use of the Services, even if Digiteal has been advised on the possibility of damage or loss in any form.
- 15.3. Digiteal assumes no liability for losses whether or not they arise from contracts, guarantees, tort (including negligence), any indirect, special, incidental or consequential damage. This includes, but is not limited to, loss of profit, turnover or activities, resulting in full or partial access to the Services of Digiteal.
- 15.4. In any case, our liability is at all times limited to a maximum of 500.00 EUR.

16. Applicable Law and Forum for Disputes

These Terms of Use are governed by Belgian law, without the application of conflict rules of private international law.

Any disputes will be submitted to the competent court in Nivelles.

17. Intellectual Property Rights – Copyright

17.1. Digiteal respects intellectual property rights and copyrights in particular. If you suspect that your protected materials are used on the App or any other Service offered by Digiteal, please provide us the following information so we can investigate your claim:

1. Identification of the protected work.
2. Identification of the portion of the material which is protected and what part should be removed from our Services.
3. Sufficient information so we can contact the party to which the intellectual property rights belong: name, address, telephone number and email address.
4. A physical or electronic signature of a person which is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information is accurate and complete.

17.1.1. Please send this information to Digiteal via info@swave.be.

17.1.2. Digiteal guarantees that there will never be an intentional infringement of protected works.

17.1.3. Once it has been determined that an infringement has occurred, Digiteal will ensure that the property is removed from the App license.

18. Complaints

If you have any complaints regarding the Services, you should send these complaints by email to Digiteal at the following address: info@swave.be Any complaints with regard to the Services will be notified to Digiteal by e-mail, under penalty of forfeiture, within a period of 30 (thirty) calendar days following the time at which you have taken notice, or may be deemed to have taken notice, of the event that gave rise to has given up to the complaint.

19. Changes to the Terms of Use

- 19.1. There are times when we need to change the content of these Terms of Use. We can correct typos, sometimes we add things or change some conditions. Our App is constantly evolving and regularly updated, which means that sometimes we also need to change the Terms of Use. Legislation also changes from time to time and we sometimes need to adjust our terms and conditions accordingly.
- 19.2. If we add or change these Terms of Use, we will notify you the next time the App is used.
- 19.3. If you do not agree with our new Terms of Use, please uninstall the App and stop using it.

Contact information

Digiteal SA

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Company number: 0630.675.588

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RPM Brabant-Wallon