

The services, interfaces and facilities on or via this mobile application and websites that are linked to it (referred to hereinafter as the Services and the App), are offered to you subject to your acceptance of the following general conditions of use (referred to hereinafter as the General Conditions). Use of the App or Services implies your unconditional acceptance of all these General Conditions. If you do not accept one or several General Conditions, please do not download the App or do not use the Services. Furthermore, the general conditions governing the contractual relationship between you and BASE Company are applicable to the App, which is to be considered as a Data Service provided by BASE Company.

The App was created and is administered by BASE Company NV/SA, rue Neerveld 105, 1200 Brussels, Belgium, Registry of Legal Persons (Brussels) VAT BE 0462 925 669, base.support@basecompany.be (contact: info@phoneaddress.be).

The activities of BASE Company are subject to supervision by the Belgian Institute of Postal Services and Telecommunications (IBPT), Boulevard du Roi Albert II, 35, 1030 Brussels, Belgium, tel. +32 2 226 88 88, fax +32 2 226 88 77.

Special conditions and modifications

Some locations on the App or on websites linked to it, and certain Services may be governed by specific conditions. The use of said locations or Services implies your unconditional acceptance of all these specific conditions. BASE Company is allowed to revise, at any time and without notice, all or part of the App, General Conditions or specific conditions. We advise you therefore to regularly examine the General Conditions and, where necessary, the specific conditions.

Use of the app

BASE Company makes the App available to its customer (the user). Upon registration, the user receives an invitation code which is personal. This invitation code can be used by the user in order to place meal orders with third parties (referred to hereinafter as the Supplier). Since the user is geolocated when placing his/her order, the Supplier can deliver the order at the very specific location where the user is at that moment. The terms and conditions of the sale/purchase of the ordered product will be agreed upon by the Supplier and the user of the App, and BASE Company will by no means be involved in said agreement. The App is provided for information purposes only and BASE Company does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the App or any websites linked to this App.

By using the App and/or Services, you undertake:

- to agree to be geolocated for the delivery of the ordered products;
- to behave conscientiously, while complying with contractual and legal provisions, and, in particular, without these examples being exhaustive, not to send, in any way whatever, illegal, threatening, hateful, vulgar, harassing or otherwise harmful communications or information;

- not to breach or compromise the security of the App or Services, for example, without this list being exhaustive: i) by connecting or trying to connect to secure locations without prior registration or permission, or ii) by interfering in any way whatsoever for the purpose of damaging, destroying or disrupting the smooth running of the App, websites linked to it, Services, network, software or hardware;
- to treat as confidential any information, including in particular passwords, exchanged when registering on a secure location and to inform BASE Company if this information has been made available to third parties;
- to ensure that all information sent to BASE Company in whatever way and for whatever purpose, is complete, correct and not misleading and that you are entitled to send this information;
- to act solely for personal and private purposes and never to send, via any means whatsoever, commercial or advertising information or unsolicited electronic mail;
- not to contravene the rights of BASE Company, nor those of third parties, whatever they might be, the aforementioned rights including inter alia intellectual property rights in the broadest sense, sui generis rights, rights of privacy and right of publicity;

You use the App and/or Services, including in particular the secure locations for which prior registration is required and any information directly or indirectly obtained via a website linked to the App, and you communicate to such websites all information, confidential or otherwise, at your own risk and for which you are solely liable.

Hypertext links

The App may contain hypertext links sending you to apps or websites that are not owned by BASE Company. Use of such apps or websites is subject to the terms of use of third party owners. BASE Company does not check the apps, websites or the information contained therein and cannot therefore offer any guarantee as to the content and/or presentation of the latter. BASE Company cannot under any circumstances be held liable in the event of damage, direct or indirect, resulting from or connected to such use. These links and sources of information are made available to you for information purposes only and do not imply sponsorship of, support of or affiliation with any of these apps or websites.

Intellectual property rights

BASE Company is the owner of the content of the App and of the logos, trademarks, databases, designs, images, etc, featured on the App. BASE Company reserves all rights, in particular intellectual property rights, to all the elements of the App protected by intellectual property rights in the broadest sense (including in particular copyright, trademark rights, industrial rights, and publicity rights). Reproduction, representation, transfer, distribution and recording of said elements are prohibited, unless prior written permission is given by BASE Company.

You are permitted to download and use the App for exclusively personal and private purposes. The fact that you are permitted to download and use the App does not in any way imply that any licence for all or part of the elements protected by an intellectual property right held by BASE Company has been granted to you: you do not have any rights to the latter.

Privacy

BASE Company complies with Belgian and EU legislation with regard to protection of personal data and privacy; the App is designed and managed in accordance with said legislation.

1. Gathered data and use

BASE Company registers in its database the personal data that you send when registering at a secure location on the App. By registering and downloading the App, you grant BASE Company permission to gather, register and make use of your personal data, including your location, in accordance with these provisions. Your data are not only used to manage your file (orders, deliveries, invoicing, etc.), but may also be used for commercial and promotional purposes (including direct marketing), amongst others via e-mail, for all BASE products, services and actions. You have the opportunity, when registering and with each communication you receive via SMS, MMS or electronic mail, to opt out of receiving future electronic promotional communications. Furthermore, you can at any time remove the App from your devices. The data gathered may be sent to BASE Company suppliers or to other companies in the group to which BASE belongs.

2. Cookies

BASE Company uses cookies. These are information files installed automatically on the hard disk of your device when you download the App and which enable better use of the App. This enables you to benefit from personalisation of the App (cookies enable you in particular to save your language preference and to avoid having to re-enter your information when accessing the App, and enables BASE Company to analyse how the App is used). BASE Company also gathers non-personalised statistical information in this way in order to optimise the App and Services.

Automatic installation of cookies can be prevented by changing your browser settings; however, BASE Company draws your attention to the fact that preventing cookies may affect the App's performance.

3. Access to data, correction and questions

You may at any time access, modify or add to your registered personal data simply by sending a request via [base.support@basecompany.be](mailto:support@basecompany.be).

You can contact us via base.support@basecompany.be or +32 (0)486 19 1999 for any questions concerning BASE Company's data protection policy.

4. Modification

BASE Company is allowed to revise, at any time and without notice, all or part of its data protection policy. You are advised to check the privacy policy regularly to find out its latest modifications.

Liability of BASE Company

The presentation and contents of the App are provided "as is". BASE Company does not guarantee either expressly or implicitly accessibility to the App or Services, accuracy of these data, suitability for a particular purpose, absence of viruses or other harmful elements or similar effects on your computer, telephone or other device, reliability of the use of the App or any websites linked to this App. Furthermore, BASE Company may at any time and without notice withdraw access to the App or Services. BASE Company may not, under any circumstances, be held responsible for direct or indirect damage resulting from or connected with (i) use of the App, of any websites linked to the App, of Services or information given on the App, (ii) the impossibility of using the App, any website linked to the App or Services or (iii) withdrawal of access to the App, any website linked to the App or Services. In the event of exclusion or limitation of the liability of BASE Company relating to damage not being in accordance with legal provisions, the liability of BASE Company shall be limited to the maximum permitted by law.

BASE Company cannot, under any circumstances, be held liable in any way for any claims, demands and causes of action based on, arising out of or in relation to the separate agreement entered into between the Supplier and the user of the App.

Non-compliance with General Conditions or special conditions

Without prejudice to the general right of BASE Company to withdraw access to the App or Services, you shall undertake to indemnify BASE Company and any third party for any direct or indirect damage incurred by BASE Company or a third party as a consequence of your action/inaction, in particular in the event of non-compliance with the General Conditions or specific conditions governing the App or the websites linked to the App.

Miscellaneous

The General Conditions and special conditions are governed and shall be interpreted in accordance with Belgian law. Any dispute in relation to the General Conditions is subject to the exclusive competence of the courts of Brussels.