

Visit2Belgium

Updated as of 12/10/2024

Binding Terms of Use

The following terms of use (“**Terms**”) set forth the rules that govern your use of the website visit2belgium.com.com, and other websites, applications and booking tools operated by Visit 2 Belgium, as identified below (collectively, the “**Platform**”). The “**Platform**” further includes any third-party websites, applications or booking tools in cooperation with Visit 2 Belgium, which refer to these Terms or which refer to Visit 2 Belgium as the ultimate provider of booking services (“**Third-Party Platform**”). Please read these Terms carefully. By accessing or using the Platform, you agree that you have read, understand, and agree to be bound by these Terms and all terms incorporated by reference. If you are accepting these Terms on behalf of an entity, you represent and warrant that you have the authority to do so. Visit 2 Belgium reserves the right to modify content on the Platform and these Terms periodically without prior notice. Any changes to the Terms will become effective upon posting the changes, modifications, or revisions to the Platform, along with the date on which it was most recently updated for any bookings made on or after such date. If you are booking a trip that will take place within the U.S. (“**U.S. Trip**”), then these Terms provide that all disputes between you and Visit 2 Belgium arising out of or relating to these Terms or your use of the Platform will be resolved by binding arbitration, and for such disputes, you waive your right to bring a class or representative action and to jury trials.

The Platform is Solely a Venue

The Platform is a forum that enables you and other interested parties (each a “**User**”) to find, request and/or receive transport and related services (“**Transport Services**”) from third-party service providers, including but not limited to, independent drivers (collectively, “**Drivers**”), and offers certain supporting services, including providing you the ability to express certain preferences about the Transport Services or Drivers, payment processing and customer support. The services provided by Visit 2 Belgium are referred to as the “**Booking Services**”.

Visit 2 Belgium does not provide any Transport Services. Visit 2 Belgium is not a payment services provider.

Booking of Services

Users book the Services through the Platform by selecting the place of departure, destination and date and time of the departure, payment method and confirming the order. If available, the User may also select for the Driver to make stops along the way and the places where those stops should be. When booking, the User must identify at least one Passenger and any kids under 12 to participate in the trip, and must provide the User’s email address and other details indicated in the

booking form or otherwise requested by Visit 2 Belgium. For purposes of these Terms, “**Passenger**” shall mean any person who will ride in the Driver’s vehicle and use the Transport Services, which may include the User. Once the User has made a booking request, Visit 2 Belgium notifies Drivers that an opportunity is available and subject to availability of a Driver, Visit 2 Belgium will confirm the booking (“**Booking Confirmation**”). Visit 2 Belgium will confirm the booking either immediately after the booking (this usually applies for trips with a departure time more than 36 hours from the booking where Visit 2 Belgium immediately knows that a Driver is available) or by a follow-up email from Visit 2 Belgium confirming that Visit 2 Belgium was able to arrange a Driver (this usually applies for trips with departures soon after the confirmation, where Visit 2 Belgium needs to check the availability).

Following the Booking Confirmation, the User must pay a deposit of the fee for the Transport Service by Visit 2 Belgium deducting the payment from the debit/credit card registered at the booking, unless the User and Visit 2 Belgium agree that the User shall pay the Driver in cash. If card payment is selected and the User does not pay for the Transport Service immediately after the Booking Confirmation (for example if the payment exceeds the card’s limit), Visit 2 Belgium has the right to cancel the booking on behalf of the Driver by sending an email to the User. If cash payment is selected, Visit 2 Belgium may require the User to pay a deposit. If the User does not pay the deposit, Visit 2 Belgium has the right to cancel the booking on behalf of the Driver by sending an email to the User.

Drivers provide their Transport Services to Users for fees stated in the Booking Confirmation which is based on the price stated on the Platform for the indicative booking made by the User, adjusted for any additional changes to the trip agreed to by the User. The payment is processed in the currency stated in the Booking Confirmation. Visit 2 Belgium provides the Booking Services to Users for free, the User only pays to the Driver for the Transport Service. Visit 2 Belgium gets a commission from Drivers for the Transport Service booked through the Platform, based on a separate agreement between the Driver and Visit 2 Belgium. The Drivers are not VAT payers, unless expressly indicated otherwise (not applicable to U.S. Trips).

The Driver (or Visit 2 Belgium on behalf of the Driver) shall contact the User in order to agree upon the detailed pick-up place of departure (such as the detailed address within the selected city) well in advance before the confirmed time of departure (unless the User has provided the detailed pick-up place during the booking).

Upon the later of (i) Booking Confirmation or (ii) Visit 2 Belgium informing the User about the Driver’s name, the User (whether directly or on behalf of the Passenger) acknowledges and agrees that it is entering into an agreement with the Driver for the Transport Service. Visit 2 Belgium is not a party to such agreement. Visit 2 Belgium only assists the Driver in communications regarding the Transport Service pursuant to a separate agreement between the Driver and Visit 2 Belgium. Visit 2 Belgium never acts on behalf of the User or the Passenger. The Driver does

not provide any additional services unrelated to the Transport Services. Neither Visit 2 Belgium nor the Driver provides travel agency services.

VISIT 2 BELGIUM IS NOT A COMMON OR MOTOR CARRIER AND DOES NOT TRANSPORT YOU OR ANY OTHER PASSENGER. GENERALLY, THE TRANSPORT SERVICES ARE ONLY OPEN TO USERS THAT HAVE COMPLETED A BOOKING TO RECEIVE TRANSPORT SERVICES AND NOT TO THE GENERAL PUBLIC. YOUR ABILITY TO REQUEST, AND IF APPLICABLE, OBTAIN TRANSPORT SERVICES FROM DRIVERS IN CONNECTION WITH THE USE OF THE BOOKING SERVICES DOES NOT ESTABLISH VISIT 2 BELGIUM AS A PROVIDER OF ANYTHING OTHER THAN THE BOOKING SERVICES. DRIVERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF VISIT 2 BELGIUM IN ANY WAY. ANY EFFORT, FEATURE, PROCESS, POLICY, STANDARD OR OTHER EFFORT UNDERTAKEN BY VISIT 2 BELGIUM TO FACILITATE YOUR RECEIPT OF TRANSPORT SERVICES OR IN THE INTEREST OF SAFETY OR SECURITY (WHETHER REQUIRED BY APPLICABLE REGULATIONS OR NOT) IS NOT AN INDICIA OF AN EMPLOYMENT, ACTUAL AGENCY, APPARENT AGENCY, OR OSTENSIBLE AGENCY RELATIONSHIP WITH A DRIVER.

VISIT 2 BELGIUM HAS THE RIGHT, IN ITS SOLE DISCRETION, AND FOR ANY OR NO REASON, TO DEACTIVATE AND REVOKE THE ACCESS OF ANY PARTY TO THE PLATFORM.

Visit 2 Belgium may at any time, for any reason, and without notice or liability: (1) modify, suspend, or terminate operation of or access to the Platform, or any portion thereof; (2) change, revise, or modify the Booking Services; (3) interrupt the operation of the Booking Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or for any other purposes; and/or (4) impose limits on certain programs, features, and services, or restrict your access to the Platform or its Booking Services, in whole or in part.

Access to Booking of the Transport Services

To book a Transport Service you may be required to submit to Visit 2 Belgium certain personal information, such as your email address, and the name and phone number of at least one Passenger. By the completion of the booking, you agree that your user account will be created to allow you to manage your bookings ("Account"). You will be able to access your Account after you verify your email address, except that your Account may not be accessible if you made the booking via a Third-Party Platform. For more information regarding Visit 2 Belgium's use of your personal information, please see our [Privacy Policy](#). You agree to maintain accurate, complete, and up-to-date information in your Account. Except as described below, you must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to use the Booking Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account credentials at all times.

The Booking Services are not available for use by persons under the age of 18. You may not authorize third-parties to use your Account, and you may not allow persons under the age of 18 to use the Transport Services unless they are accompanied by you or an adult.

Cancellations

Except as otherwise indicated before completing a booking, the User has the right to cancel a Transport Service and receive a full refund if the cancellation is made at least 24 hours before the confirmed time of departure. Some bookings may have different deadlines for cancellations with the right to receive a refund, or may not be refundable at all. The cancellation can be made in the User's Account or by email sent to Visit 2 Belgium. Other ways of cancellation, in particular cancellation by phone is not acceptable. If applicable, the Driver will refund the User the full paid price for a canceled booking within 14 days from the cancellation. Neither the User nor the Passenger will be entitled to any refund (i) if the User cancels the Transport Service less than 24 hours before the confirmed time of departure (or other applicable deadline indicated at the booking), (ii) if the Passenger does not use the Transport Service (unless the Transport Service was not available due to the fault of the Driver or Visit 2 Belgium as described below or unless required by applicable mandatory law), or (iii) if the User selected a non-refundable booking. In any of the before-mentioned scenarios where the User does not use the Transport Service and is not entitled to a refund if the Transport Service was expected to be paid in cash, the User must pay the full fee for the booked Transport Service immediately upon a payment request made by Visit 2 Belgium on behalf of Driver.

Cancellation by Passenger. If the Driver does not arrive at the established location within 30 minutes after the agreed time, the Passenger shall call Visit 2 Belgium to notify the delay. If Visit 2 Belgium does not arrange for the Driver or an alternative transport within an additional 30 minutes after such a call, the Passenger may cancel the Transport Service by calling Visit 2 Belgium and informing them of the cancellation. In such case, the Driver will refund the User the full paid price for such canceled Transport Service within 14 days from the cancellation. This is the sole remedy available to the User and the Passenger for the Driver's failure to provide the Transport Service.

Cancellation by Driver. Passengers must be at the agreed pick-up place at the agreed pick-up time. If the Passengers are not ready to leave for the trip at the agreed time (no matter whether it is because they do not appear or for other reasons), the Driver may cancel the Transport Service by means of leaving the agreed pick-up place without any right to claim for a refund by the User or Passenger. The Driver may also cancel the Transport Service at any time for non-compliance with these Terms, without any right to claim a refund by the User or Passenger. If such Transport Service was expected to be paid in cash, the User must pay the full fee for the booked Service immediately upon a payment request made by the Driver or by Visit 2 Belgium on behalf of Driver.

Termination of the trip. If the Driver is not able to complete the trip until the later of (i) six hours after the estimated time of arrival at the final destination and (ii)

double of the time estimated for the total trip, both the Passenger and the Driver may terminate the Transport Services with immediate effect. In such a case, the Driver will refund the User the full paid price for such terminated Transport Service within 14 days from the termination, unless agreed otherwise between the Driver and the Passenger (for example unless agreed that the Driver will arrange an alternative transport). This is the sole remedy available to the User and the Passenger for the failure to complete the Transport Service.

Mandatory cancellation right. Any User using the Platform as a consumer for private use may cancel the booking and the agreement on the Transport Service within 14 days from the Booking Confirmation by email sent to [Visit 2 Belgium@Visit 2 Belgium.com](mailto:Visit2Belgium@Visit2Belgium.com). This does not apply if the User instructs the Driver to provide the Transport Service already within that 14-day period. The Driver starts to provide the Transport Service already 24 hours before the agreed start of the trip by preparing the car for the trip (if the period between the Booking Confirmation and the agreed start of the trip is shorter, Driver starts to provide the Transport Service already from the Booking Confirmation). If such start of the Transport Service falls within the 14-day cancellation period, the User expressly instructs the Driver by the virtue of the Booking Confirmation to provide the Transport Service before the expiry of the cancellation period and acknowledges that such User is no longer allowed to cancel the Transport Service. Under no circumstances may the User cancel the Transport Service less than 24 hours before the agreed start of the trip. If the User rightfully cancels the Transport Service, the Driver will refund the User the full paid price for such canceled Transport Service within 14 days from the cancellation.

Rules of Conduct

In addition to complying with these Terms, you agree to comply with all applicable laws when accessing or using the Booking Services and Transport Services, and you may only access or use the Booking Services and Transport Services for lawful purposes (e.g., not request for the purpose or intent of transport of unlawful or hazardous materials). You may not access or use the Booking Services or Transport Services to cause nuisance, annoyance, inconvenience, damage, or loss to Visit 2 Belgium, the Driver, or any other party. Passengers must act reasonably and with good manners during the trip and not interfere with the driving. Passengers must take reasonable care not to damage or make the car dirty. Passengers can bring small animals, such as a dog or a cat, to the car only if agreed so by the Driver. For such trips, you are responsible for properly securing the animal with a leash, harness, crate/carrier, or through other means. Drivers must act reasonably and with courtesy during the trip.

Rules for Child Restraint System applicable to U.S. Trips. If the User books a U.S. Trip with a child restraint system, neither Visit 2 Belgium nor the Driver will provide a child restraint system, nor install and secure the child in the child restraint system supplied by the User. The adult accompanying the child is responsible for the safety of a child restraint system. Drivers will not transport unaccompanied minors or children not secured in a child restraint system. It is your

obligation to ensure that the child restraint system is installed correctly and that the child is properly secured in the child restraint system. Please refer to your state's laws regarding specific height, age, and weight requirements for using child restraint systems, which may be set forth on city-specific web pages. In certain instances, you may be asked to provide proof of age, identity, or other method of identity verification to access or use the Transport Services, and you agree that you may be denied access to or use of the Transport Services if you refuse to provide proof of age, identity, or other method of identity verification.

Timing and arrivals. While Drivers shall undertake their best effort to arrive at the destination (and sights, if booked) at the estimated time, neither the Driver nor Visit 2 Belgium makes any warranty to Users about the time of arrival at the destination or sights.

Repair and Cleaning. Visit 2 Belgium may charge you a fee on behalf of the Driver if, during your use of the Transport Services, you have caused damage to a vehicle or property that requires repair or cleaning (“**Repair**” and “**Cleaning**”). The amount of such fee shall be determined, in Visit 2 Belgium's sole discretion, based on the type of damage and the severity. Visit 2 Belgium reserves the right to verify or otherwise require documentation of damages prior to processing a fee. If a Repair or Cleaning request is verified by Visit 2 Belgium at Visit 2 Belgium's reasonable discretion, Visit 2 Belgium reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. If the payment for the Transport Services was made in cash or if card payment fails, Visit 2 Belgium shall contact the User and request a payment for the Repair or Cleaning that shall be made within no more than 14 days of the request. Such amounts, as well as those pertaining to lost and found goods, will be transferred by Visit 2 Belgium to the Driver, if applicable, and are non-refundable.

Your Reviews, Comments and Other Communications

Reviews displayed on the Platform are provided by registered Users who have used the Transport Services. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of the information. Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any content you communicate or submit to us or through the Platform or otherwise will be considered non-confidential and non-proprietary. By disclosing any such content, you grant Visit 2 Belgium a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sublicensable license to reproduce, use, modify, publish, adapt, translate, create derivative works from, distribute, and display such content throughout the Platform and the world in any media. By disclosing any such content information, you represent and warrant and agree that the content is accurate, you own all rights to or have permission to use the content that you submit, and that use of the content will not cause injury to any person or entity. You agree to indemnify, hold harmless and defend Visit 2 Belgium, and its directors, officers, shareholders, employees and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorney's fees and costs, arising from or relating to

any allegation that any content submitted or communicated by you to us infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets.

When leaving reviews, you must only comment on the level of professionalism, the interactions with or the performance of Drivers with whom you booked Transport Services through the Platform, or any Visit 2 Belgium representative you communicated with. You must not submit reviews that may be considered harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, libelous, slanderous, profane, hateful, discriminatory, racially, ethnically, or otherwise includes objectionable content, material, or information of any kind, or any content, material, or information that may give rise to criminal or civil liability, or that is objectionable or which restricts or inhibits any other person from using or enjoying the Platform. Any reviews submitted must be based on first-hand experience and accurate, honest and complete. You must not leave reviews for which any compensation has been received.

Visit 2 Belgium reserves the right to reject or edit any information submitted to the Platform at its sole discretion. Visit 2 Belgium does not allow Users to share Accounts. If an Account is found to be representing more than one individual, the Account may be removed from the Platform without notice and there will be no refund given for any pending and unused Transport Services.

All of the above applies to all parts of our Platform, including chat rooms and blogs, if applicable. Any information, opinion or comment made in it by third--parties, is not the opinion, information or comment of Visit 2 Belgium, and Visit 2 Belgium cannot be held responsible for it. If you believe that any information given in it is false, you may post a comment on the Platform or contact us.

Prohibited Use and Access

You are prohibited from using or accessing the Platform or its Content (as defined below) for any unlawful, obscene, or immoral purpose, or any purpose that is likely to cause liability to yourself or others, including without limitation:

- to solicit others to perform or participate in any unlawful or fraudulent acts;
- to violate any international, federal, or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate or misappropriate the intellectual property, publicity, privacy or other proprietary rights of Visit 2 Belgium or others;
- to post, transmit, submit, or include any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, libelous, slanderous, profane, hateful, discriminatory, racially, ethnically, or otherwise objectionable content, material, or information of any kind, or any content, material, or information that may give rise to criminal or civil liability, or that is objectionable or which restricts or inhibits any other person from using or enjoying the Platform;

- to impersonate our company, or employees or any other person (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- to submit false or misleading information;
- to modify, adapt, translate, or reverse engineer any portion of the Platform or its Content;
- to upload or transmit malicious code or viruses, or use the Platform or any feature in any way that could interfere with the proper functioning or operation of, or disrupt, damage, disable, overburden, or impair it or its systems, servers, or networks, or attack our Platform via a denial-of-service attack or a distributed denial-of-service attack;
- to collect or track the personal information of others;
- to use the Platform or any feature for any commercial purposes or for advertisements (except with our express written permission), chain letters, spamming, junk mail, solicitations, promotional materials, sales, pyramid or multi-marketing schemes, contests, sweepstakes or any other form of solicitation, or harvest or collect email addresses or other contact information of other users of the Platform by electronic or other means (including to spam, phishing, pharm, pretext, or otherwise contact users of this Platform);
- to use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process, frame or mirror, or scrape the Content of this Platform; or
- to interfere with or circumvent the security features of this Platform, other websites, or the Internet.

Visit 2 Belgium reserves the right to prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to the Platform, its Content, our Booking Services or Transport Services, users, us, our brand, or any other person or entity, or that violates these Terms and/or applicable law. We reserve the right to terminate your use of the Platform for using or accessing the Platform in our sole discretion, including following your violation of the prohibitions above or other requirements of these Terms.

Content Ownership and Licensing

The Platform and all content, information, and other materials featured, displayed, contained, and available on the Platform, including, but not limited to, all text, images, graphics, designs, illustrations, photographs, pictures, audio, software (including object code, machine intelligence and search engines), and video clips, the trademark, trade dress, “look and feel”, pages, screens, content arrangement, application functionality and computer programs and digital media (“Content”) are owned by or licensed to Visit 2 Belgium and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the applicable laws. All goodwill generated from the use of the Content will inure to Visit 2 Belgium’s exclusive benefit. Content may be subject to patent,

copyright, trademark and other intellectual property protection. You may view, download, and print Content from the Platform subject to the following terms and conditions: (a) the Content may be used solely for information purposes; and (b) the Content may not be modified or altered in any way. You may not republish, distribute, prepare derivative works, or otherwise use the Content other than as explicitly permitted herein. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Visit 2 Belgium without the express written consent of Visit 2 Belgium. You may not use any meta tags or any other “hidden text” utilizing Visit 2 Belgium’s name or trademarks without the express written consent of Visit 2 Belgium. You may not use any Visit 2 Belgium logo or other proprietary graphic or trademark as part of the link without express written permission. You may not, in any way, otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, the Platform or its Content without express written permission. You do not acquire any ownership rights to any content in the Platform. Any unauthorized use terminates the limited license granted by Visit 2 Belgium herein.

Copyright Information

All Content of this Platform is the copyright of Visit 2 Belgium or its licensors and is protected by United States copyright laws and other applicable laws, including treaties. Visit 2 Belgium reserves all rights in the Platform and its Content not specifically granted in any agreements with Visit 2 Belgium or in the Terms of Use.

Trademark Information

VISIT 2 BELGIUM and other Visit 2 Belgium marks, graphics, logos, page headers, button icons, scripts noted on the Platform are Visit 2 Belgium’s service marks, trademarks and trade dress and are the sole and exclusive property of Visit 2 Belgium. Visit 2 Belgium’s service marks, trademarks and trade dress may not be used in any manner that is likely to cause confusion among customers, in any manner that disparages or discredits Visit 2 Belgium and in connection with any service or product that is not sponsored, endorsed or produced by Visit 2 Belgium. All other trademarks not owned by Visit 2 Belgium, its clients, or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Visit 2 Belgium or its subsidiaries.

Third-Party Platforms

The Users may access the Booking Service via a Third-Party Platform. In such cases, additional terms may apply to the contract between the User and the operator of the Third-Party Platform and to the payment services used by or provided by the Third-Party Platform. In relation to the Booking Services and the Transport Services, these Visit 2 Belgium Terms of Use prevails over any Third-Party Platform terms. Visit 2 Belgium does not control, endorse, or guarantee content found in such sites. You agree that Visit 2 Belgium is not responsible for

any content, associated links, resources, or services associated with Third-Party Platforms. You further agree that Visit 2 Belgium shall not be liable for any loss or damage of any sort associated with your use of third-party content.

Payment Terms

To process payment from User to Driver, Visit 2 Belgium uses several payment services providers worldwide. By making Payment via the Platform (except if paid via a Third-Party Platform), the User agrees to the relevant terms and conditions of the payment services provider, to the extent applicable, including:

- [checkout.com terms](#)
- [Mangopay terms](#)
- [Stripe terms](#)

Privacy Policy

We collect information that you specifically and knowingly provide, and use technological measures to collect information about your use of the Booking Service and Transport Service. By using the Booking Service and/or Transport Service, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of Visit 2 Belgium as explained in our Privacy Policy ([https://Visit 2 Belgium.com/privacy-policy](https://Visit2Belgium.com/privacy-policy)), as revised from time to time, and as otherwise permitted by applicable law.

Limitations on Liability

YOU ACKNOWLEDGE, BY YOUR USE OF THE PLATFORM: (1) THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK; AND (2) THAT VISIT 2 BELGIUM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING, WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, OR INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF OR DAMAGE TO PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF VISIT 2 BELGIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VISIT 2 BELGIUM'S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THIS SITE (INCLUDING CLAIMS RELATED TO ANY USER OF THE SITE OR OTHER THIRD-PARTY) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO VISIT 2 BELGIUM IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES DURING THE PRIOR 12 MONTHS, OR \$1,000.

To the maximum extent permitted by applicable laws, (i) Visit 2 Belgium shall not be liable for any loss or damage arising as a result of the Transport Service and (ii) the Driver's liability for any loss or damage arising as a result of the Transport Service shall be limited to the amount of the fees paid by the User for the Transport Service.

Disclaimer

ALL CONTENT, SERVICES, PRODUCTS AND SOFTWARE PROVIDED ON THE PLATFORM (INCLUDING ANY BOOKING SERVICES OR TRANSPORT SERVICES PROVIDED OR REFERRED THROUGH THE PLATFORM) ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. VISIT 2 BELGIUM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR THE APPROPRIATENESS OF THE SITE, ITS CONTENT, AND THE SERVICES OFFERED BY VISIT 2 BELGIUM ON THE PLATFORM (AND FOR ANY CONTENT OR SERVICES PROVIDED OR REFERRED THROUGH THE PLATFORM) FOR YOUR INTENDED APPLICATION AND USE. VISIT 2 BELGIUM DOES NOT WARRANT THAT THE PLATFORM, ITS CONTENT, OR THE BOOKING SERVICES OR TRANSPORT SERVICES IT OFFERS ON, THROUGH OR OFF THE PLATFORM MEET YOUR REQUIREMENTS. VISIT 2 BELGIUM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF VISIT 2 BELGIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Visit 2 Belgium assumes no responsibility and in no way make any representations, warranties, or covenants as to the accuracy of the information contained on the Platform, in any of the pages or emails published in relation with Visit 2 Belgium, or with respect to the Content or any Transport Services or services referred from our Platform (including any of the following as it applies to other users or third-parties). You assume all liability for use of any information you find through Visit 2 Belgium, the Platform or any of its publications.

Platform Updates and Accuracy

We undertake no obligation to update, amend or clarify information on this Platform, including, without limitation, available routes or Transport Service information, except as required by law. No specified update or refresh date applied on this Platform should be taken to indicate that all information on the Platform has been modified or updated. Please remember when reviewing information on this Platform that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on this Platform to become inaccurate or incomplete.

On occasion, information on this Platform may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions related to Transport Service availability, special offers, promotions, or Booking Service or Transport Service descriptions. We reserve the right to, at any time and without prior notice, correct any errors, inaccuracies, or omissions and to change or update information or cancel Transport Services if any information on the Platform is inaccurate. You agree that all agreements, notices, disclosures, and other communications that we

provide to you electronically satisfy any legal requirement that such communications be in writing.

This section is not intended to limit any disclaimer contained in these Terms or the Privacy Policy.

Indemnification

You agree to indemnify, hold harmless and defend Visit 2 Belgium and its managers, members, directors, shareholders, officers, employees and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorney's fees and costs, arising from or relating to: (i) your breach of these Terms; (ii) your negligence or willful misconduct; (iii) any allegation that the content infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets; (iv) in connection with your use of the Platform; (v) resulting from content you supply; or (vi) resulting from a dispute between you and a third-party.

Termination

The Terms will remain in effect until you cease to use the Platform.

Notwithstanding the foregoing, all terms and conditions of these Terms that may require continued performance, compliance, or effect beyond the termination date of the Terms will survive termination of these Terms and will be enforceable by the parties. We may also terminate or amend these Terms at any time and may do so immediately without notice, and accordingly deny you access to the Platform, if in our sole discretion, you fail to comply with any term or provision of these Terms. Upon any termination of these Terms, you must promptly destroy all materials downloaded or otherwise obtained from the Platform, as well as copies of such materials, whether made under these Terms or otherwise, unless otherwise permitted by separate written agreement with us and except Booking Confirmations.

Governing Law and Arbitration for Booking of U.S. Trips

These Terms, governing the agreement on Booking Services between the User and Visit 2 Belgium and the agreement on Transport Service between the Driver and Passenger or User shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

All disputes arising out of or relating to these Terms (including its formation, performance, interpretation, applicability, enforceability, or alleged breach) or your use of our Platform will be exclusively resolved under confidential binding arbitration held in Los Angeles County, California in accordance with the rules and procedures of the American Arbitration Association ("**AAA**"). The parties shall request that AAA appoint a single arbitrator. The award rendered by the arbitrator will be binding and may be entered as a judgment in, and enforced by, any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or

otherwise. Notwithstanding the foregoing, we will have the right to seek injunctive or other equitable relief in state or federal courts located in Los Angeles County, California to enforce these terms or prevent an infringement of a third-party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.

Governing Law and Arbitration in all Other Cases

These Terms, governing the agreement on Booking Services between the User and Visit 2 Belgium and the agreement on Transport Service between the Driver and Passenger or User shall be governed by and construed in accordance with the laws of the Czech Republic, to the maximum permissible exclusion of the laws of any other jurisdiction.

All disputes arising out of or relating to these Terms (including its formation, performance, interpretation, applicability, enforceability, or alleged breach) or your use of our Platform will be exclusively resolved by competent courts of the Czech Republic, to the maximum permissible exclusion of any other jurisdiction.

Additional Disclosures

Certain jurisdictions require additional [disclosures](#) to User.

Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Attorneys' Fees

Should any litigation, arbitration, mediation or other legal proceeding be commenced concerning this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to reimbursement of the prevailing party's attorney's fees and costs incurred in connection with such proceeding.

Entire Terms and Conditions

These Terms, together with the Privacy Policy, contain the entire agreement between you and Visit 2 Belgium with respect to the engagement relationship between you and Visit 2 Belgium and supersede all prior agreements, undertakings, and commitments, whether oral or written. We may unilaterally amend these Terms on a go forward basis after providing notice to you through the Platform.

Invalid Provisions

The invalidity or unenforceability of any paragraph or provision of these Terms shall not affect the validity or enforceability of the remainder of these Terms, or the remainder of any paragraph or provision. These Terms shall be construed in all respects as if any invalid or unenforceable paragraph or provision were omitted.

Successors and Assigns

These Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective shareholders, partners, subscribers, directors, officers, heirs, successors, representatives, and assigns. You agree, for yourself and on behalf of your successors, heirs, executors, administrators, and any person or persons claiming under it, that these Terms and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any attempt to do so, contrary to these Terms, shall be null and void and shall relieve Visit 2 Belgium of any and all obligations or liability hereunder.

Effect of Waiver

The failure of any party to insist on in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights, or privileges, but same shall continue to remain in full force and effect. Any waiver by any party of any violation of, breach of or default under any provision of these Terms by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of these Terms.

Force Majeure

Neither party shall be in default by reason of any failure or delay in the performance of any obligation under these Terms where such failure or delay arises out of any cause beyond the control and without the fault or negligence of such party.

Contact Information and Notices

If you have any questions regarding these Terms of Use, please contact Visit 2 Belgium at [Visit 2 Belgium@Visit 2 Belgium.com](mailto:Visit2Belgium@Visit2Belgium.com).

You consent to receive any and all communications from us electronically. We will communicate with you by email or by posting notices on this Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may email notices to: [Visit 2 Belgium@Visit 2 Belgium.com](mailto:Visit2Belgium@Visit2Belgium.com).