

Terms of Use
Q8 Applications

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Terms of Use
Q8 Applications

1. General

These Terms of Use apply to any use of the Q8 website(s) or mobile app, as offered by Kuwait Petroleum (Belgium) NV, Kuwait Petroleum (Luxembourg) SA and Smiles NV, with registered offices at Brusselstraat 59, box 1, 2018 Antwerp, Belgium, Rue de l'Industrie 12, 8069 Bertrange, Luxembourg and Quellinstraat 49, 2018 Antwerp, Belgium respectively and with company numbers 0404.584.525, 162.415.79 and 0720.542.130 respectively (hereinafter also referred to as 'Q8'), and made available and described in more detail – as appropriate – at:

- Android Google Play Store: <https://play.google.com/store/apps/details?id=com.kpnwe.q8.prd>
- iOS Applications Store: <https://apps.apple.com/us/app/q8-app/id6466282570>
- Web: smiles.q8.be; smiles.q8.lu

(hereinafter referred to as the 'Q8 Applications').

The meaning of all capitalised defined terms used in these Terms of Use can be found in Article 2 (Definitions) of this document.

By selecting the checkbox indicating that you have viewed and accept these Terms of Use in the Q8 Applications, you expressly confirm that you have read and understood and accept the Terms and Conditions of Use. The use or further use of the Q8 Applications is not permitted without the unreserved acceptance of these Terms and Conditions of Use.

Among other things, the Q8 Applications provide Users of the Q8 Applications with access to various Services offered by Kuwait Petroleum Group or by Third Parties; the value of your purchase of these Services may, where applicable, be taken into account for the Q8 smiles Loyalty Programme of Smiles NV subject to the applicable general terms and conditions. For more information on the Q8 smiles Loyalty Programme, see <https://api.cep.q8.com/v1/privacy/policies/TOSSMILES?language=de>.

Purchase of the various Services may, as appropriate, be subject to other terms and conditions of Kuwait Petroleum Group and/or Third Parties. To this end, please carefully review the instructions in the Q8 Applications before purchasing any Service. Unless otherwise specified in the Q8 Applications, these Terms of Use will apply as general terms and conditions to any purchase of Services as offered by Kuwait Petroleum Group through the Q8 Applications. Additional (general) terms and conditions for certain Services will always prevail and take precedence over these Terms of Use to the extent that they specifically deviate from the latter with regard to that specific Service.

The contractual language for these Terms and Conditions of Use, and for all purchases made under these Terms and Conditions of Use, will be Dutch, French, English and German.

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2. Definitions

'**Damage**' means any damage, loss, claim, demand, cost, tax or charge of any kind;

'**Force Majeure**' means an act or event beyond the reasonable control of a Party, its operational agents or contractors, which prevents that Party from fulfilling its obligations arising from the Terms and Conditions of Use. Force Majeure includes but is not limited to disaster, fire, flood, earthquake, natural elements, actual or imminent terrorist attacks, acts of war, sabotage, explosion, riot, disorder, insurrection, revolutions and strikes, lock-outs or labour disputes, acts of government, accident or breakdown of plant or machinery, shortage of materials, non-provision of services by a utility supplier (including electricity, gas, network or telecom provider) and any act or omission of third parties beyond the reasonable control of a Party;

'**Kuwait Petroleum Group**' means any legal entity or group of legal entities directly or indirectly controlled by Kuwait Petroleum Europe;

'**Party**' or '**Parties**' means one or more Q8 entities and/or the User, as the case may be;

'**Q8**' has the meaning given to it in Article 1;

'**Q8 Applications**' has the meaning given to it in Article 1;

'**Q8 entity**' means any of the following entities: Kuwait Petroleum (Belgium) NV, with registered office at Brusselstraat 59, box 1, 2018 Antwerp, Belgium and with company number 0404.584.525; Kuwait Petroleum (Luxembourg) NV, with registered office at Rue de l'Industrie 12, 8069 Bertrange, Luxembourg and with company number 162.415.79; and Smiles NV, with registered office at Quellinstraat 49, 2018 Antwerp, Belgium and with company number 0720.542.130 ('Smiles NV');

'**Q8 smiles Loyalty Programme**' means the loyalty programme of Smiles NV, as described in more detail in the [General Terms and Conditions of Q8 smiles](#) available through the Q8 Applications;

'**Services**' means all products and services of Kuwait Petroleum and/or a Third Party accessible through the Q8 Applications with which Smiles can be saved and/or for which Smiles can be used, if applicable, as indicated in the Q8 Applications and as amended from time to time;

'**Third Party**' means a third-party company or association offering Services through the Q8 Applications; and

'**User**' means any user of the Q8 Applications.

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3. Registration and declaration of data

Before making use in any way of the Q8 Applications to purchase Services, the indicated steps must be completed through the Q8 Applications and the digital registration form must be completed.

In the context of registration as a User, the User is requested to read carefully and, where applicable, expressly accept the [General Terms and Conditions of Q8 smiles](#) , the [Privacy Statement](#) and the [Cookie Statement](#). Registration for the Q8 Applications to purchase Services automatically includes registration for the Q8 smiles Loyalty Programme in accordance with the Q8 smiles General Terms and Conditions. Without such registration, Services may not be purchased with the Q8 Applications.

The User acknowledges that he/she is independently responsible for the confidentiality and security of his/her login details and password as set at the time of registration. The User must notify Q8 immediately in the event of any unauthorised or suspected unauthorised use of his/her data (such as loss, theft or suspected misuse) in accordance with Article 14 (Contact, help and complaints). The User remains responsible for any use of the Q8 Applications on the basis of his/her login details, regardless of whether such use has been approved by the User.

After registration, Q8 reserves the right to request additional data that may be necessary or useful in the context of the offered service provision or any extension thereof.

The User warrants that all data communicated through the Q8 Applications will remain up to date, complete and accurate at all times, and he/she also has the authority to communicate such data. The User undertakes to keep all data up to date by modifying them through the Q8 Applications if necessary, and if this is not possible, by notifying to Q8 in writing of such modifications in accordance with Article 14 (Contact, help and complaints).

4. Use of the Q8 Applications

Use of the Q8 Applications is only permitted in accordance with these Terms of Use and for lawful purposes, and must also comply with all applicable laws, regulations and codes of practice.

In particular, a User will refrain from:

- transmitting, transferring or distributing information on or through these Q8 Applications that is or could be offensive, obscene, defamatory or otherwise illegal;
- using these Q8 Applications in any way that causes or may cause an infringement of the rights of others;

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- using software, routines or devices which electronically or manually interfere, or attempt to interfere, with the operation or functionality of these Q8 Applications, including but not limited to uploading or making available, by any means whatsoever, files that contain untrustworthy data or viruses;
- damaging, modifying or interfering with the look and feel of the Q8 Applications or the underlying software code;
- taking actions which place an unreasonable or disproportionate load on the Q8 Applications or on related infrastructure;
- gaining or attempting to gain unauthorised access, by any means whatsoever, to one of our networks.

During refuelling, the use of the Q8 Applications or any other use of a mobile phone is not permitted next to the pump, but only inside the car (with the doors closed) or in the shop and next to the savings terminal. The driver of the car may also not use the Q8 Applications unless the car is parked.

Use of the Q8 Applications is subject to minimum system requirements. The mobile version of the Q8 Applications may only be used when the minimum system requirements of the operating system of the User's device are met. The Android Google Play Store requires at least SDK Platform 33. The iOS Applications Store requires at least OS 14. The mobile version of the Q8 Applications is not available through other app stores.

The 'station finder' is a feature available exclusively in the mobile version of the Q8 Applications that allows the User to find the nearest charging or service station. The use of location data for this purpose is voluntary. When this function uses the User's location data, the nearest charging or service station can automatically be shown. If the User prefers his/her location data not to be used, he/she may enter a location manually to find the nearest stations. The 'station finder' lists prices of fuel or electricity, but if these differ from the pump prices or prices at the charging point, the pump price or price at the charging point will take precedence. If the User is eligible for a further discount on the pump price via our Q8 Liberty card, the User will of course keep this discount via the Q8 Liberty card.

5. Purchase of Services

The User may choose to purchase Services offered by either Q8, a Q8 entity or Third Parties through the Q8 Applications by following the steps indicated for this purpose (depending on the Service purchased).

This choice of available Services may be changed in the Q8 Applications at any time. A current overview of the supported Services offered by Q8, a Q8 entity or Third Parties is available in the Q8 Applications. The User thereby acknowledges that certain Services are

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available exclusively through the mobile version of the Q8 Applications, and not through the websites.

(i) Services offered by Q8 or by a Q8 entity

The use of the Services offered by Q8 is subject to these Terms and Conditions of Use, and may also be subject to additional general or specific terms and conditions if indicated in the Q8 Applications.

Q8 reserves the right at any time to remove Q8 Services from the Q8 Applications offer, add additional ones and/or deny Users access to these Services.

Unless otherwise provided for in the additional general or specific terms and conditions, a purchase of Services offered by Kuwait Petroleum Group will only be completed after payment has been made in accordance with Article 6 (Payment for Services). Before proceeding to payment, the User may always modify his/her order and identify and correct any input errors. However, unless otherwise stipulated in the additional general or specific terms and conditions, through the completion of the payment process, the order becomes final and may no longer be changed.

When an order is placed, the User will receive electronic confirmation of receipt of the order and a summary of the order placed as soon as possible.

Orders for purchased Services will be archived by Q8, and viewable in the Q8 Applications.

(ii) Services offered by Third Parties

The use of Services offered by Third Parties may be subject to other terms and conditions of the respective Third Party offering the Services through the Q8 Applications to the User. The Q8 Applications serve only as a platform for these Third Party Services. The User contracts directly with the respective Third Party offering the Services through the Q8 Applications. As a service provider, this Third Party must comply with all applicable laws and regulations. In the context of these Services, Q8 does not act as an intermediary or mediator between the User and the Third Party.

The use of Services may redirect the User to a Third Party website or application, or require a Third Party mobile application to be downloaded and used by the User.

Q8 is not responsible for Services offered by Third Parties and offers no guarantees to the User regarding their suitability or quality. Other than in cases of wilful misconduct or gross negligence on the part of Q8 or other liability that Q8 may not exclude under the law, Q8 will not be liable for any Damage arising from the use of these Third Party Services. Q8 may not be held responsible for the information given within the Q8 Applications in connection

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with the use of such Services, or for external websites or applications to which the User is referred.

Q8 reserves the right at any time to remove Third Party Services from the Q8 Applications offer, add additional ones and/or deny Users access to these Services.

6. Payment for Services

The Q8 Applications allow you to pay for certain Services of Q8, a Kuwait Petroleum Group entity or Third Parties (as applicable) through a third-party payment service provider.

All purchases of Services will be settled with Q8 or its agent at the price shown in the Q8 Applications at the time of purchase. Prices are displayed and settled in EUR and include applicable VAT.

Depending on the purchase, payments through the Q8 Applications may be made through the payment services of a payment service provider (currently CCV), including Bancontact, VISA and MasterCard, as shown in the Q8 Applications. Q8 uses the services of a payment service provider and bears no responsibility for this. The payment service provider is responsible for authenticating Users and initiating and performing payment transactions (which take place outside the Q8 environment).

Statements will be available electronically in the Q8 Applications overview. The User accepts that he/she will not receive a paper statement for a purchase of Services through the Q8 Applications.

7. Intellectual property

The intellectual and industrial property rights and know-how related to the Q8 Applications, Services, systems, Q8 data and/or other materials provided by Q8 belong exclusively to Q8 and/or its licensors.

To the extent that Q8 makes software or documentation available in connection with the Q8 Applications, Q8 grants the Users a non-transferable, limited, non-exclusive licence to use such software or documentation. Such use is limited to the exercise by the User of his/her rights and obligations under the Terms and Conditions of Use.

Without prejudice to the rights of the User under legislation relating to the protection of computer programs, Users are not allowed: (i) to modify, translate or adapt the software in any way; (ii) to reverse engineer or decompile the software in any way; (iii) to copy the software in any way, except to make a back-up copy, and/or (iv) to pass on, dispose of, sub-license, rent, lend or distribute the software or documentation in any way to third parties.

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The name(s), trademark(s) and trade name(s) used by Kuwait Petroleum Group in the conduct of its business and all intellectual property rights and/or other associated rights, claims and interests are the exclusive property of and have been acquired by Kuwait Petroleum Group and/or its licensors. Unless otherwise agreed, the User will not use the name(s), trademark(s) and trade name(s) used by Kuwait Petroleum Group in the conduct of its business.

8. Guarantees

The Q8 Applications are provided to you as is and as available at your own risk.

While reasonable efforts will be made to ensure that the Q8 Applications remain available and deliver the specified functionality, Q8 does not warrant that the Q8 Applications will be available at all times and does not warrant that the Q8 Applications will work properly, in accordance with your expectations or without errors at all times.

If a problem occurs, you may report it in the manner indicated in Article 14 (Contact, help and complaints). However, Q8 does not warrant that all reported errors can be resolved.

The hardware and functionality requirements of the mobile version of the Q8 Applications (incl. minimum operating system) are listed in the relevant (Android/iOS) App Store.

In the event of lack of conformity of digital content or a digital service subject to these Terms and Conditions of Use, the User, acting as a consumer, may revert to the rules on the statutory guarantee of conformity in accordance with Articles 1701/1 - 1701/19 of the Old Civil Code.

9. Duration and right of withdrawal

These Terms of Use will continue to apply for as long as the User uses the Q8 Applications.

The applicable duration of the Q8 smiles Loyalty Programme is described in the [General Terms and Conditions of Smiles NV](#).

The applicable duration of a purchased Service will be determined in the additional general or specific terms and conditions of Q8 or a Q8 entity and/or the terms and conditions of a Third Party (as applicable).

Without prejudice to the exceptions specified in Article VI.53 of the Code of Economic Law, the User, acting as a consumer, has a period of 14 days from the acceptance of the Terms of Use to withdraw his/her acceptance of the Terms of Use without having to give reasons, and without having to bear any costs other than those specified in Article VI.50, § 2, and Article VI.51 of the Code of Economic Law (Article VI.47 et seq. of the Code of Economic Law).

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Before the expiry of the withdrawal period, the User will notify Q8 of his/her decision to withdraw his/her acceptance of the Terms and Conditions of Use. The User may use the model withdrawal form for this purpose, as included in Annex 2 of the Code of Economic Law <https://economie.fgov.be/sites/default/files/Files/Forms/Formulier-herroeping.pdf>, or make any other unequivocal statement in which he/she declares his/her withdrawal of his/her acceptance of the Terms and Conditions of Use.

If he/she withdraws his/her acceptance of the Terms and Conditions of Use, the User will refrain from using the Q8 Applications and making them available to third parties. Q8 may prevent any further use of the Q8 Applications by the User in such a case, in particular by making the Q8 Applications inaccessible to the User or by rendering the User's user account unusable, without prejudice to the provisions of Article VI.50, § 6 of the Code of Economic Law.

10. Suspension and termination by Q8

Without prejudice to the provisions of any additional general or specific terms and conditions, Q8 is entitled at any time to suspend unilaterally or terminate definitively the access to and use of the Q8 Applications by the User, and/or a Service offered by Kuwait Petroleum Group, immediately, in whole or in part, without a notice period and without the payment of any compensation, if (i) the User fails to comply with one or more obligations of these Terms and Conditions of Use, and remains in default after the expiry of a period of 10 calendar days following notice of default, or (ii) other serious circumstances warrant immediate suspension or termination, including, but not limited to, the suspicion of fraud and/or abuse.

The suspension or termination of the Q8 smiles Loyalty Programme by Smiles NV may result in the suspension or termination of the use of the Q8 Applications to purchase Services.

11. Limitation of liability

To the extent permitted by law, Kuwait Petroleum Group is not liable for any Damage suffered or incurred by the User arising from or in connection with:

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- (i) actions, omissions or negligence on the part of Kuwait Petroleum Group;
- (ii) actions, deceit, lack of care, omissions or negligence of the User, independent contractors, intermediaries, Third Parties and agents engaged by Kuwait Petroleum Group or of employees of such independent contractors or intermediaries; whether such Damage, loss, claim, demand, cost or expense have their origin in law, contract, tort (including negligence) or otherwise.

To the extent permitted by law, Q8 is not liable for indirect, special, incidental or consequential Damage of any type whatsoever, including but not limited to disruption to business activities, claims from third parties, Damage as a consequence of disruption to business activities or loss of profits, or loss of inventory or of competitive advantage or of goodwill related to the Terms and Conditions of Use, whether or not foreseeable, regardless of other causes of the Damage, even if one of the Parties was aware in advance of the possibility of Damage, under whatever legal form (law, tort, contract or otherwise).

If, despite Q8's commercially reasonable efforts, the User is unable to make purchases through the Q8 Applications (e.g. in the event of the unavailability of a Service or malfunctioning equipment) or has no access the Q8 Applications, Q8 will not - to the extent permitted by law - be liable for any Damage suffered or incurred by the User arising from or in connection with the User's inability to make purchases through the Q8 Applications or to access the Q8 Applications.

To the extent permitted by law, Q8 gives no guarantees, express or implied, other than those expressly stated in the Q8 Terms of Use. Q8 makes no representation or assurance that:

- (i) the User will have uninterrupted access to the Q8 Applications at all times or that they are compatible with the User's own systems or device;
- (ii) the computer software or data made accessible to or provided to the User is free of computer viruses or other harmful programs.

To the extent permitted by law, Q8 is not liable for any Damage suffered or incurred by the User arising from or in connection with (i) incorrect or incomplete data provided by the Third Party and/or (ii) failure or delay on the part of the User to respond to a notification, warning or information when this is provided.

The User is liable for any Damage suffered or incurred by Q8 arising from or in connection with actions, omissions, negligence, gross negligence, wilful misconduct or fraud on the part of the User, including any Damage caused by the User to the Q8 Applications.

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No article in the Terms of Use limits or excludes Kuwait Petroleum Group's liability for fraud, wilful misconduct or gross negligence or for death or personal injury caused by Kuwait Petroleum Group.

Q8 is not responsible for security breaches, viruses or other Damage that may be caused to the User's mobile device by Third Parties through the Q8 Applications.

If linked to a mobile data network, the Q8 Applications may use mobile data. Q8 may not be held liable in any way for the costs of data used as a result of the use of the Q8 Applications.

12. Data protection

In connection with the use of the Q8 Applications, Q8 will process personal data of the User. These processing operations (purposes, categories of personal data, etc.) are explained in the [Privacy Statement](#), which you can find in the Q8 Applications. The identity and contact details of the relevant data controller can be found via this Privacy Statement. All queries in this regard should be sent to privacy@Q8smiles.be and/or privacy@Q8smiles.lu.

13. Modifications

Q8 is entitled to modify, add or delete a provision of these Terms of Use at any time.

Q8 will issue such modified or new terms and conditions to the Users in writing, subject to a notification period of at least fourteen (14) working days. Since the Parties have agreed to the use of electronic media as a means of communication, modified or new terms and conditions may be issued electronically.

The modified or new terms and conditions will apply and will be deemed to have been accepted by the User from the date set by Q8, unless the User informs Q8 in writing within the specified notification period of his/her refusal to accept the modified or new terms and conditions. In the event of refusal, the Q8 Applications will automatically be rendered inaccessible at the end of the notification period, without charges or compensation.

14. Contact, help and complaints

The Q8 Applications contact form is available at <https://q8operations.zendesk.com/>. Q8 can be reached by e-mail at customerservice@support.q8.be.

The Q8 Applications contact centre is available via +32 3 241 35 35

Q8 will make the necessary efforts to deal with any complaint as soon as possible in order to ensure a good outcome.

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The European ODR (online dispute resolution) platform is available through the following website: <http://ec.europa.eu/consumers/odr/>

For questions or complaints regarding data protection, please use the contact details listed in our [Privacy Statement](#).

15. Applicable law and competent court

These Terms of Use and all transactions, certificates and other items that fall within their scope are governed by Belgian law. The application of the UN Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods, enacted in law on 4 September 1996, Belgian Official Gazette 1 July 1997, is excluded.

Without prejudice to the possible application of Art. VI 83, 23° of the Code of Economic Law, the Dutch-speaking Ondernemingsrechtbank Antwerpen, Antwerp Division, Belgium will have exclusive jurisdiction to settle any disputes between Q8 and the User arising directly or indirectly from these Terms and Conditions of Use.

16. General

16.1 Notifications

Except where expressly provided otherwise, any notice, demand, request, statement, or other communication under or in connection with the Terms of Use will be made in writing through the Q8 Applications, by post and/or by e-mail. The User agrees not to dispute the probative value of such messages through the Q8 Applications or e-mails.

Notices, demands, requests, statements and other communications under or in connection with the Terms of Use will: (i) be sent to Q8 via the contact form in the Q8 Applications; (ii) be sent to the User via the e-mail or postal address that can be consulted and modified in the account information in the Q8 Applications.

16.2 Proof of purchases

Any use of the Q8 Applications may be proved using the electronically stored transaction log files of the system used by Q8. The User accepts the probative value of these electronically stored transaction log files.

16.3 Force Majeure

To the extent permitted by applicable law, Q8 will not be liable for Damage suffered or incurred by the User and arising from or in connection with non-compliance or delay in

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compliance with the obligations arising from a case of Force Majeure or other events beyond the reasonable control of Q8.

16.4 Transfer

The User is not entitled to transfer any rights or obligations arising from the Terms of Use to any other Party without Q8's prior written consent.

Q8 may transfer its rights and obligations arising from these Terms of Use to another legal entity subject to the provision of written notification to the User at least two weeks in advance.

16.5 Continuation of clauses after termination

Clauses which by their nature are expressly or implicitly intended to survive the termination or expiry of the Terms of Use will survive, including but not limited to Articles 7 (Intellectual property), 11 (Limitation of liability), and 15 (Applicable law and competent court).

16.6 Divisibility

Should any provision of the Terms of Use be definitively judged to be invalid, unlawful or unenforceable, the Parties will, where possible, and to the extent to which the provision is invalid, unlawful or unenforceable, replace said provision with a valid, lawful and enforceable clause which reflects the original intention as closely as possible. If the invalid, unlawful or unenforceable provision cannot validly be replaced, no effect will be accorded to said clause, and it will be considered not to be part of the Terms of Use, without any impact on the remaining provisions of the Terms of Use, and without rendering the remaining provisions invalid.

16.7 Waiver of rights

The User may only invoke a waiver of rights and redress by Q8 under or in connection with the Terms of Use if the User has written notification from Q8 to the User. Any waiver of rights is applicable only in the case and for the purpose for which it was issued. No rights or redress on the part of Q8 under or in connection with the Terms of Use will be excluded, relinquished or impaired by (i) any non-fulfilment or delayed exercise thereof prior to the expiry of any statutory term; (ii) any one-off or partial exercise thereof; (iii) any previous waiver of a similar right or redress, whether in whole or in part; or (iv) any of the above with respect to any other right or redress (whether the same or different in nature).

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These Terms of Use were last updated on 20 November 2023.