

## **Terms and Conditions of Use**

### **for the Website of LeasePlan Corporation N.V.**

The website [www.leaseplan.com](http://www.leaseplan.com) (**Website**) and its contents are property of and managed by **Ayvens S.A.** (address: FR 92500 Rueil-Malmaison, Eugene et Armand Peugeot Corosa Rue 1-3. (**Ayvens**). If you have any questions or complaints about this Website, please contact us using the contact form on this Website.

#### **1. Applicability**

1.1. These terms and conditions of use (**Terms of Use**) apply to your visit to and your use of this Website, as well as to all information, recommendations and/or services provided to you on or through this website (**Information**). In the event of any conflict between the terms and conditions of specific products and services and these Terms of Use, the conditions specific to such products and services shall prevail.

1.2. By accessing or using this website, you agree to the applicability of our Terms of Use. These Terms of Use may be changed over time. Users of the website are advised to regularly read the Terms of Use for possible changes.

1.3. These Terms of Use were last changed on **30 August 2024**.

#### **2. Information and Liability**

2.1. Ayvens controls and maintains this Website from France and makes no representation that the information provided on or via this Website is appropriate or available for use in other locations. If you use this Website from other locations, you are responsible for compliance with applicable local laws.

2.2. The Information is for general information purposes only and does not constitute advice. Ayvens will reasonably keep the Information on this Website and its contents correct and up-to-date but does not guarantee that the Website and/or the Information is free of errors, defects, malware and viruses or that the Website and/or Information is correct, up-to-date and accurate.

2.3. Ayvens shall not be liable for any damages resulting from the use of (or inability to use) the Website, including damages caused by malware, viruses or any incorrectness or incompleteness of the Information or the Website, unless such damage is the result of any willful misconduct or from gross negligence on the part of Ayvens.

2.4. Ayvens shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with this Website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

2.5. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the disclaimers and limitations of liability may not apply to you. To the extent that Ayvens may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Ayvens's liability shall be the minimum permitted under such applicable law.

#### **3. Linked Sites**

3.1. This Website provides links to external internet sites. Ayvens shall not be liable for the use or the content of internet sites that link to this site or which are linked from it. Our Privacy Statement and Cookie Policy do not apply to any collection and processing of your personal data on or through such external sites.

#### **4. Privacy and Cookie Statement**

Ayvens collects and processes the personal data of the visitors of the Website according to the [Privacy Statement](#) and [Cookie Policy](#).

#### **5. Intellectual Property**

5.1. Unless otherwise indicated, all rights to this Website and the Information, including copyrights and other intellectual property rights, are owned by Ayvens or its licensors. Users are permitted to read the Website and the Information and make copies for their own personal use, for example by printing or storing it. All other use of the Website or the Information, for example the storage or reproduction of (a part of) the website of Ayvens in any external internet site, is prohibited without the express permission of Ayvens. Screen-scraping (or web-scraping) is prohibited without the express written consent of Ayvens.

5.2. "Trademarks" are registered trademarks of Ayvens.

#### **6. Unsolicited Ideas**

6.1. If you post unsolicited ideas and/or materials whether consisting of texts, images, sounds, software, information or otherwise (Materials) on this Website or send these to Ayvens by e-mail or otherwise, Ayvens shall be entitled to use, copy and/or commercially exploit such Materials to the fullest extent and free of charge and Ayvens shall not be bound by any confidentiality obligation in respect of such Materials.

6.2. You hereby indemnify and hold Ayvens harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by Ayvens as a result of the use and/or exploitation of the Materials infringing the (intellectual property) rights of any third party or otherwise being unlawful towards a third party.

#### **7. Severability**

If these Terms of Use are or become partially void, the parties will continue to be bound by the remainder of the same. The parties shall replace the void part by provisions that are valid and have legal effect that correspond with those of the void part as much as possible, taking into account the content and the purpose of these Terms of Use.

#### **8. Online Communication**

Messages that you send to Ayvens by email may not be secure. LeasePlan recommends that you do not send any confidential information to Ayvens by email. If you choose to send any messages to Ayvens via email, you accept the risk that they may be intercepted, misused and modified by a third party.

#### **9. Applicable Law and Jurisdiction**

9.1. These Terms of Use shall be exclusively governed by Dutch law, with the understanding that consumers using the Website can still rely on mandatory provisions protecting the consumer under the laws of his/her country of domicile.

9.2. All disputes arising in connection with these Terms of Use, including disputes concerning the existence and validity thereof, shall be exclusively resolved by the competent court of Amsterdam, with the understanding that consumers may also bring disputes in connection with these Terms of Use to the competent court of his/her place of domicile.

9.3. In the event of a discrepancy or difference in interpretation between various language versions of these Terms of Use, the English language version shall prevail.