

Latest update: 21/03/2019

112 BE is a mobile application and is intended for sending emergency alerts. Use this application carefully and sensibly, and only use it to issue an alert in the event of a genuine emergency.

Read this end-user licence agreement carefully before clicking on the 'I agree' button, downloading the application or using the 112 BE application. If you disagree with the terms and conditions of this agreement, then do not click on the 'I agree' button, download or use the application.

The application has been made available to you via an App Store. This implies that you have acquired a licence to use the application under the terms of this licence agreement. Acceptance of these terms is a pre-condition for obtaining the licence, and thus being allowed to use the application.

1. Definitions

The following terms are used in this agreement:

- 'you', 'your': the user of the application;
- 'we', 'us' or 'our': Nextel, with offices in Wommelgem, company number BE 0424.980.061
- 'application': the 112 BE application (including all patches and updates of this application);
- 'emergency': any event that causes or may cause harmful consequences for society, such as a serious disruption of public safety or security, a serious threat to the life or health of persons and/or with regard to important societal interests.

2. Use of the application

The application is used as follows:

1. If a situation arises in which there is a need for assistance, you may use the application to make an emergency call. You will be connected automatically to the relevant emergency control room via the appropriate alarm number.
2. In order to use the application, your device must be switched on, not be in airplane mode, you must be connected to the Internet and your GPS location must be known because your device is sending out this signal. Because the application requires an Internet connection, use of this application may entail costs. Your telephony provider can tell you more about these costs.
3. It may happen that it is not possible to use the application, for example if you do not have an Internet connection. Your telephony provider is not liable for this. Even if you have installed the application on your device, you can still telephone the usual emergency service numbers in the event of an emergency.

3. Scope of the licence

The licence granted to you for the application is limited to a non-transferable licence on which basis you are entitled to use the application within the territory of Belgium in the manner described in Article 3. Use of the application outside Belgium is neither possible nor allowed. When you are using the application, you are not allowed to:

- install the application on a device that is not yours;
- make the application available to third parties on a (peer-to-peer) network or in some other way;
- hire out or sell the application;
- grant a sub-licence for use of the application; and
- to modify the application, to reverse engineer the source code and/or develop derivatives of the application.

4. Misuse of the application

Misuse is deemed to mean: the use of the application in a different way from that described in these general terms and conditions, as well as use of the application in a way that infringes the rights of a third party or parties. Misuse of the application is a criminal offence and can lead to imposition of a fine. We may report misuse at any time to the police and/or the judicial authorities.

A fine for misuse of the application does not release the perpetrator from the obligation to compensate us or third parties for any actual prejudice sustained.

5a. Use of information/Privacy

You hereby give us your consent to process, store and use the information you have provided to the extent that is reasonably necessary or desirable to make the application operate properly as well as for the subsequent development of the application and related products. We will process, store and use the information that you have provided in accordance with the prevailing legislation.

If you make a report, then this will be passed on together with the information sent at the time of the report to the control room of the emergency services. This data will be stored in accordance with the prevailing legislation

5b. Location data

If you report an emergency, your location data will be passed on to the emergency control room. They will store your location data in accordance with the prevailing legislation.

If, at any time, you no longer wish to consent to us updating your location data in real time and in anonymised form, you can delete the application from your device. Using the application without GPS data is not possible. Therefore, this option cannot be switched off. If you no longer wish to use it, you can delete the application.

6. Indemnity

By using the application, you consent to granting complete indemnity to us and our directors, officers, employees, investors, contractors and contract partners against any liability or (other) claim that arises (directly or indirectly) as a consequence of non-compliance by you with these general terms and conditions. You hereby waive any right of recourse against the parties mentioned above.

7. Termination

The licence ends whenever this is terminated by us or by you. We have the right to terminate the licence immediately if you breach these conditions or if it is decided not to use the application any longer. You are at liberty to terminate the licence at any time. After the end of the licence, you will refrain from using it and delete the application. We are entitled to block your use of the application in any way of our choosing.

8. Amendment of the application and amendment of terms and conditions

We are entitled to amend the application (for example, in the case of an update), to suspend it or discontinue it without notice. We cannot be held liable for any prejudice that arises or may arise in future from such amendment, suspension or discontinuation.

We are entitled to amend these terms and conditions, for example if this is made necessary by changes to the application or in (the interpretation of) the applicable legislation. If we amend the terms and conditions, you will be notified thereof, and you will be asked whether you agree to the changes. If you do not agree to the changes, the licence will be terminated.

9. Intellectual property

The Software, including all Intellectual Property Rights that it comprises, is and remains the exclusive property of Nextel and you hold no rights, title or interest to this Software unless explicitly stated in this Agreement. You agree to prevent unauthorized copying of the Software. Any title in or to the Software, all copies (complete, partial or in any other form) of it, and all Intellectual Property Rights remain the property of Nextel. Unless explicitly stated in this document, Nextel does not grant you any explicit or implicit rights in the context of patents, copyright, trade marks or information about commercial secrets of Nextel. You must respect these rights and not use any of the above-mentioned information for other than normal use of the application as described in these terms and conditions.

10. Liability

We are not liable for material or immaterial damages, in whatever form, that arise or ensue from the failure to operate or incorrect operation of the application. If, at any time, the application appears not to be working and an emergency arises, you must contact the emergency services yourself by telephoning the usual emergency numbers.

We are not liable for the response or lack of response to an alert by the recipients of a report, for the quality of the assistance provided as a result of use of the application, or for whether the communications system used by the emergency services is working or not.

11. Warranty

You are aware of and agree that use of the application is at your own risk. The usefulness and quality of the application depends on you and other users using it correctly. We have no influence over that.

We do not warrant the operation or quality of the application, nor the accuracy of the information provided by the application, nor the speed or quality of assistance provided as a result of the application. We do not provide any supporting services. We are not obliged to update or maintain the application. We give no warranty of the accuracy of alerts made using the application.

No verbal or written message from us can cause a warranty to be created.

12. Applicable law

Belgian law applies to these terms and conditions, as well as to the legal relationship between you and us.

13. Miscellaneous

If, at any time, it becomes apparent that a clause from these general terms and conditions is not legally valid or enforceable, then that shall have no influence on the legal validity and enforceability of the remaining clauses. At the same time, the clause which is legally valid or enforceable shall be deemed to be replaced by a clause with content and scope that resembles as closely as possible the original clause, and which is legally valid and enforceable.

All agreements that apply between you and us in the context of your licence for the application are contained in these general terms and conditions. Amendments and additions in a way not foreseen in these general terms and conditions are not possible.