

Terms of use

Q8 Applications

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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 respectively at Desguinlei 100, box 8, 2018 Antwerp, Belgium and Rue de l'Industrie 12, 8069 Bertrange, Luxembourg and Quellinstraat 49, 2018 Antwerp, Belgium and with respective company numbers 0404.584.525, 162.415.79 and 0720.542.130 (hereinafter also referred to as "Q8"), and made available and further described - as appropriate - on:

- 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 article2 (Definitions) of this document.

By ticking the check box to read and accept these Terms of Use in the Q8 Applications, you expressly confirm that you have read, understood and accepted the Terms of Use. The (further) use of the Q8 Applications is not permitted without acceptance of these Terms of Use without reservation.

Among other things, the Q8 Applications offer Users of the Q8 Applications access to various Services offered by the Kuwait Petroleum Group or by Third Parties, whereby the value of your purchase of these Services, if applicable, may be taken into account for the Q8 smiles-Loyalty programme of Smiles NV with application of the applicable general terms and conditions. For more information about the Q8 smiles-Loyalty Programme, see "General Terms and Conditions Q8 smiles".

Purchase of the various Services may be subject to other conditions of the Kuwait Petroleum Group and/or Third Parties, as applicable. Please read the instructions in the Q8 Applications carefully before purchasing any Service. Unless otherwise indicated in the Q8 Applications, these Terms of Use shall apply as general terms

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and conditions to any purchase of Services as offered by the Kuwait Petroleum Group through the Q8 Applications. Additional (general) terms for particular Services shall always take precedence over these Terms of Use to the extent that they are specifically waived with respect to that particular Service.

These Terms of Use, and all purchases made under these Terms of Use, shall be governed by Dutch, French, English and German as the contractual language.

2. Definitions

"Third Party" means a third party company or association offering Services through the Q8 Applications;

"Services" means all products and services of Kuwait Petroleum and/or Third Parties accessible via the Q8 Applications with which Smiles can be saved and/or against which Smiles can be redeemed, as the case may be, as indicated in the Q8 Applications and as amended from time to time;

"User" means any user of the Q8 Applications;

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

"Force Majeure Event" means an act or event beyond the reasonable control of a Party, its executing agents or contractors, which prevents the performance by such Party of its obligations following the Terms 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, disturbance, insurrection, revolutions and strikes, lock-outs or labour disputes, acts of government, accident or breakdown of plant or machinery, shortage of materials, non-delivery by a utility supplier of services (including electricity, gas, network or telecom provider) and any act or omission of third parties beyond the reasonable control of a Party;

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

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"Q8" has the meaning given to it in Article 1;

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

"Q8 Entity" means one of the following entities: Kuwait Petroleum (Belgium) NV, with registered office at Desguinlei 100, box 8, 2018 Antwerp, Belgium and with company number 0404.584.525; Kuwait Petroleum (Luxembourg) SA with registered office at Rue de l'Industrie 12, 8069 Bertrange, Luxembourg and with company number 162.415.79; 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 further described in "General Terms and Conditions Q8 smiles" available via the Q8 Applications;

"Damages" means any damages, losses, claims, demands, costs, taxes or expenses of any kind.

3. Registration and declaration of data

Before using, by any means, the Q8 Applications for the purchase of Services, the steps indicated must be completed through the Q8 Applications and the digital registration form must be completed.

As part of the registration as a User, the User is requested to carefully read and, where applicable, expressly accept **the Q8 smiles General Terms and Conditions, Privacy Statement and 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 Terms and Conditions. Otherwise, no Services can be purchased with the Q8 Applications.

The User acknowledges that he is independently responsible for the confidentiality and security of his login data and password that he sets upon registration. The User must notify Q8 immediately in the event of any unauthorised or suspected unauthorised use of his data (such as loss, theft or suspected misuse) in accordance with Article 14

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(Contact, help and complaints). The User remains responsible for any use of the Q8 Applications based on his login data, regardless of whether such use had been approved by the User.

After registration, Q8 reserves the right to request additional data as may be necessary or useful within the framework of the offered service or a possible extension thereof.

The User guarantees that all data communicated via the Q8 Applications will at all times remain current, complete and accurate, and he also has the authority to communicate these data. The User undertakes to keep all data up to date by adjusting them via the Q8 Applications if necessary, and if this is not possible, to notify Q8 of such changes in writing in accordance with Article 14 (Contact, help and complaints).

4. Use of the Q8 Applications

Use of the Q8 Applications is permitted only 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 shall:

- not transmit, transfer or distribute any information on or through these Q8 Applications that is or may be offensive, obscene, defamatory or otherwise illegal;
- not use these Q8 Applications in a manner that infringes or may infringe the rights of others;
- not use any software, routine or device that electronically or manually interferes or attempts to interfere with the control or functionality of these Q8 Applications, including but not limited to uploading or making available files containing untrustworthy data or viruses by any means;
- not damage, alter or interfere with the "look and feel" of the Q8 Applications or the underlying software code;
- not take any action that imposes an unreasonable or disproportionate burden on the Q8 Applications or related infrastructure;

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- not obtain or attempt to obtain unauthorised access, by any means, to any of our networks.

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

The use of the Q8 Applications is subject to minimum system requirements. The mobile version of the Q8 Applications can only be used when the minimum system requirements of the operating system of the User's device are met. For the Android Google Play Store, at least SDK Platform 28 is required. The iOS Applications Store requires at least OS 15. The mobile version of the Q8 Applications is not available through other app stores.

The 'station and charge point finder' is a feature available exclusively in the mobile version of the Q8 Applications that allows the User to find the nearest charging or refuelling station. The use of location data is hereby optional. When this feature uses the User's location data, it may automatically display the nearest charging or filling station. If the User prefers not to use your location data, he/she can manually enter a location to find the nearest stations. The 'station and charge point finder' lists prices of fuels or electricity, where necessary via click-through to the detail, but if these should differ from the pump prices or prices at the charge point, the respective pump price or price at the charge point will take precedence. If the User benefits from a further discount on the pump price via our Q8 Liberty card, the User will of course keep this via the Q8 Liberty card.

5. Purchase of Services

The User can 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).

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This choice of available Services can be changed in the Q8 Applications at any time. An up-to-date overview of the supported Services offered by Q8, a Q8 entity or by Third Parties is available in the Q8 Applications. The User thereby acknowledges that certain Services are 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

Use of the Services offered by Q8 is subject to these Terms of Use, and may also be subject to additional (general) terms and conditions if indicated in the Q8 Applications.

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

Unless otherwise provided for in the additional (general) conditions, a purchase of Services offered by the Kuwait Petroleum Group shall only be completed after making payment in accordance with article 6 (Payment for Services). Before proceeding with payment, the User can always adjust his order and detect and correct any input errors. However, unless otherwise provided for in the additional (general) terms and conditions, by carrying out the payment process, the order becomes final and can no longer be modified.

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 consultable in the Q8 Applications.

(ii) Services offered by Third Parties

The use of the Services offered by Third Parties may be subject to other terms and conditions of the respective Third Party offering the Services via the Q8 Applications to the User. The Q8 Applications only serve as a platform for these Third Party Services. The User contracts directly with the respective Third Party offering the

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Services through the Q8 Applications. This Third Party as service provider must respect 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 another website or application of the Third Party, 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 as to their suitability or quality. Except for intent or gross negligence of Q8 or other liability which Q8 cannot exclude under the law, Q8 is not liable for any Damages arising from the use of these Third Party Services. Q8 cannot be held responsible for the information provided within the Q8 Applications when using such Services, nor 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 offer of the Q8 Applications, add additional ones and/or deny Users access to these Services.

6. Payment of the 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 are possible through the payment services of a payment service provider (including Bancontact, VISA and MasterCard, as shown in the Q8 Applications.

Settlements will be available electronically in the overview of the Q8 Applications. The User accepts that it will not receive a paper statement for a purchase of Services via the Q8 Applications.

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7. Intellectual Property

The intellectual and industrial property rights and know-how relating 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 as part of 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 its rights and obligations under the Terms of Use.

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

The name(s), trademark(s), and trade name(s) used by Kuwait Petroleum Group in the course of its business activities and all intellectual property rights and/or other rights, title and interest therein are the exclusive property of and have been acquired by Kuwait Petroleum Group and/or its licensors. Unless otherwise agreed, the User shall not use the name(s), trademark(s), and trade name(s) used by Kuwait Petroleum Group in the course of its business activities.

8. Guarantee

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

While reasonable efforts will be made that the Q8 Applications will remain available and deliver the specified functionality, Q8 does not guarantee 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.

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If a problem occurs, you may report it in the manner indicated in article 14 (Contact, help and complaints). However, Q8 does not guarantee that all reported errors will be able to be resolved.

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

In case of a lack of conformity of digital content or a digital service subject to these Terms of Use, the User, acting as a consumer, will be able to fall back on the rules on the legal guarantee of conformity in accordance with articles 1701/1 - 1701/19 Old Civil Code.

9. Duration and right of withdrawal

These Terms of Use 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 Q8 smiles General Terms and Conditions.

The applicable duration of a purchased Service will be determined in the additional (general) terms and conditions of Q8, 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 WER, the User, acting as a consumer, has a period of 14 days from the acceptance of the Terms of Use to revoke 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 WER (Article VI.47 et seq. WER).

Before the expiry of the revocation period, the User shall inform Q8 of its decision to revoke the Terms of Use.

For this purpose, the User may use the model withdrawal form as set out in Annex 2 of the WER (<https://economie.fgov.be/sites/default/files/Files/Forms/Formulier->

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[herroeping.pdf](#)) or make another unambiguous statement in which he declares that he revokes the Terms of Use.

In the event of revocation of the Terms of Use, the User shall refrain from using the Q8 Applications and from making them available to third parties. Q8 may prevent any further use of the Q8 Applications by the User in such 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 WER.

10. Suspension and termination by Q8

Without prejudice to what is stipulated in any additional (general) terms and conditions, Q8 is always entitled to unilaterally suspend or definitively terminate the access 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 notice period or payment of any damages when (i) the User fails to comply with one or more obligations of these Terms 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 warranting immediate suspension or termination, including, but not limited to, 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 shall not be liable for any Damages suffered or incurred by the User arising out of or in connection with:

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- (i) an action, omission or negligence of Kuwait Petroleum Group;
- (ii) any action, deceit, negligence, omission or omission of the User, independent contractors, intermediaries, Third Parties and agents engaged by Kuwait Petroleum Group or of employees of such independent contractors, intermediaries; or 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 shall not be liable for indirect, special, incidental or consequential Damages of any kind including, but not limited to, disruption of business, third party claims, Damages resulting from business interruption or loss of profits, loss of stock or of any competitive advantage or goodwill related to the Terms of Use, whether or not foreseeable, regardless of other causes of the Damage, even if a Party has been informed in advance of the possibility of the Damage, under any legal figure (law, tort, contract or otherwise).

If, despite Q8's commercially reasonable efforts, the User is unable to make purchases via the Q8 Applications (e.g. in the event of unavailability of a Service or malfunctioning equipment) or is unable to access the Q8 Applications, Q8 shall not - to the extent permitted by law - be liable for any Damages suffered or incurred by the User arising out of or in connection with the User's inability to make purchases via the Q8 Applications or to access the Q8 Applications.

To the extent permitted by law, Q8 makes no warranties, 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 programmes.

To the extent permitted by law, Q8 shall not be liable for any Damages suffered or incurred by the User arising out of or in connection with (i) incorrect or incomplete

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data transmitted by the Third Party, and/or (ii) the User's failure or delay in responding to any notice, warning or information when disclosed.

The User shall be liable for any Damages suffered or incurred by Q8 arising out of or related to any acts, omissions, negligence, gross negligence, wilful misconduct or fraud of the User, including any Damages caused by the User to the Q8 Applications.

No clause 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 could be caused to the User's mobile device by third parties through the Q8 Applications.

If connected to a mobile data network, the Q8 Applications may consume mobile data. Q8 cannot be held liable in any way for the cost of data consumption as a result of using the Q8 Applications.

12. Data protection

In the context of using 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 can be found in the Q8 Applications. The identity and contact details of the relevant processing controller can be found via this Privacy Statement. You can also find the Cookie Statement in the Q8 Applications. All questions in this regard should be sent to privacy@Q8smiles.be and/or privacy@Q8smiles.lu.

13. Changes

Q8 may, at any time, amend, add or remove any provision of these Terms of Use.

Q8 will issue such amended or new terms in writing subject to at least fourteen (14) business days' notice to Users. As the use of electronic media as a means of communication has been agreed by the Parties, the amended or new terms may be issued electronically. The amended or new terms shall apply and be deemed accepted

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by the User from the date determined by Q8, unless the User notifies Q8 in writing within the given notice period of its refusal to accept such amended or new terms. In case of refusal, the Q8 Applications will be automatically rendered inaccessible without cost or compensation at the end of the notification period.

14. Contact, help and complaints

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

The Q8 Applications contact centre is available by tel: +32 3 241 35 35.

Q8 will make the necessary efforts to handle a complaint as soon as possible in order to obtain a proper outcome.

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

For questions or complaints relating to 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, vouchers and others hereunder shall be governed by Belgian law. The application of the UN Convention of Vienna 11 April 1980 on international sales contracts relating to movable property, approved by Law 4 September 1996, B.S. 1 July 1997 is excluded.

Without prejudice to the possible application of art. VI 83, 23° of the WER, the Dutch-speaking Ondernemingsrechtbank Antwerpen, Antwerp division, Belgium shall be exclusively competent to settle any disputes between Q8 and the User which directly or indirectly result from these Terms of Use.

16. General

16.1 Notifications

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Except where expressly provided otherwise, any notice, demand, request, statement, or other communication under or in connection with the Terms of Use shall be made in writing via the Q8 Applications, postal mail, and/or e-mail. The User agrees not to dispute the probative value of such notices via the Q8 Applications or emails.

Notices, demands, requests, statements, and other communications under or in connection with the Terms of Use will be: (i) sent to Q8 via the contact form in the Q8 Applications; (ii) sent to the User via the (email) address viewable and modifiable in the account information in the Q8 Applications.

16.2 Proof of purchases

Each use of the Q8 Applications can be proven by means of the electronically stored transaction logs ("log files") of the system used by Q8. The User accepts the evidential value of these electronically stored transaction logs.

16.3 Force majeure

To the extent permitted by applicable law, Q8 shall not be liable for Damages suffered or incurred by the User and arising from or in connection with the non-compliance or delay in compliance with the obligations arising from a Force Majeure Event or other events beyond the reasonable control of Q8.

16.4 Transfer

The User shall not be entitled to assign any rights or obligations arising from the Terms of Use to any other Party without the prior written consent of Q8.

Q8 may transfer its rights and obligations arising from these Terms of Use to another legal entity upon at least 2 weeks' written notice to the User.

16.5 Continuation of clauses after termination

The clauses which by their nature are expressly or impliedly intended to survive termination or expiry of the Terms of Use will survive, including but not limited to

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Articles 7 (Intellectual Property); 11 (Limitation of Liability); and 15 (Governing Law and Competent Court).

16.6 Severability

If any provision of the Terms of Use has been finally adjudged to be invalid, illegal or unenforceable, then such provision shall, if possible, and to the extent such clause is invalid, illegal and unenforceable, be replaced by the Parties with a valid, legal and enforceable clause which reflects as closely as possible the original intention. If the invalid, illegal or unenforceable clause cannot be validly replaced, then no effect shall be given to such clause and it shall be deemed not to be included in the Terms of Use, and this without affecting the other provisions of the Terms of Use, and without invalidating the remaining provisions.

16.7 Waiver of right

The User may only invoke a waiver of rights and remedies by Q8 under, or in connection with, the Terms of Use if the User has written notice from Q8 to the User. Any waiver of rights will only apply in the case and for the purpose for which it was given. No right or remedy of Q8 under or in connection with the Terms of Use shall be excluded, waived or impaired by (i) any non-performance or deferred performance thereof prior to the expiry of any statutory period; (ii) any one-time or partial performance thereof; (iii) any prior waiver of any similar right or remedy, whether in whole or in part; or (iv) any of the foregoing in respect of any other right or remedy (whether of the same or a different nature).

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These Terms of Use were last updated on 17 June 2025.