

# General Terms and Conditions

## Terms of Use

This website is owned and operated by Pure Rental ("Pure Rental").

You, the user, confirm you have read these Terms of Use and agree to abide by them. Any translations of the Dutch version of these Terms are provided by Pure Rental for information only; the Dutch versions alone govern the legal relationship between the parties. In the event of conflict between the stipulations of the Dutch version and the translation, the stipulations of the Dutch version shall prevail.

You may save or print off a copy of these Terms using the standard functions of your browser or computer, assuming full responsibility if you choose to do so.

You confirm you are fully aware that simply by using the Website you accept these Terms; the handwritten signature of this document is not required.

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## Definitions

The following terms shall have the meaning indicated below when used in this document:

- "Classified ad": ad created by a Customer or a Partner to be shown on the Websites in accordance with these terms;
- "Account": user account created by a Customer and opened and used in accordance with the details set out in article 3
- "Customer": any User who has created an Account on the Website and used a Service.
- "Service offering": generic term referring to a Service offered by a Partner or Pure Rental ;
- "Partner Service": service offering promoted on the Websites by a Partner;
- "Pure Rental Service": service offering by Pure Rental , governed by the Terms of Sale;
- "Partner": partners having entered into a formal agreement with Pure Rental for the purposes of promoting their products and services on the Websites. The Partners are third parties with respect to Pure Rental and have no other link with Pure Rental .
- "Services": platform services allowing Customers to create and share content and/or Classified Ads and including access to certain Service Offerings;
- "Website": electronic communication services targeting the public, either operated by Pure Rental via the internet and accessible in particular at the following addresses [www.pure-rental.com](http://www.pure-rental.com), and [www.pure-service.com](http://www.pure-service.com), or by Pure Rental partners.
- "You/User": any user of the Website using the Services.

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## Purpose of TOU

Essentially, the Services offered by Pure Rental allow users to post and view classified ads offering various items for sale or rental (equipment, vehicles, etc). Optional products and additional services are also available.

These Terms define the rights and obligations of the parties in relation to the provision of the Services concerned to users.

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## Opening an account

### Account

To open an Account on the Website, You must provide the information requested in the application form and any other information and/or document Pure Rental might reasonably ask for.

Passwords must be treated as strictly personal and confidential and must not be disclosed to any third party. You therefore undertake to take every precaution required to protect the confidentiality and physical and logical security of such passwords. Any access to the Account as well as any operation via the Account using your password shall be irrefutably deemed to have been carried out by You. Without prejudice to the foregoing, You undertake (i) to inform Pure Rental immediately of any unauthorized use or knowledge of the password by a third party and how this occurred and (ii) cooperate actively with Pure Rental to end such unauthorized use or knowledge. If your password is lost or stolen or you become aware that your password and log-in details are being used by a third party, you must immediately contact Pure Rental via the sales department or by using the contact form. Should we have any reason to believe that the password has been improperly used and, in general, for the purposes of the security of the Website, we reserve the option to suspend and/or withdraw any password, and even any access to the Account, at any time, without notice or prior formality and without the party involved being entitled to any compensation for loss, particularly loss of profits, business or opportunity.

If you have created duplicate Accounts, Pure Rental can close one of these accounts after notifying you in advance.

When registering on the Pure Rental's website, you are automatically subscribed to the website's newsletter and agree to receive related business information. You can unsubscribe at any time via the "my profile" section of the website or by clicking on the unsubscribe link in the email.

### Additional details for professional users

If you are a professional user, you open your account on the Website via a different interface. Pure Rental reserves the option to ask you for additional information and documents and can

refuse your application on the basis of objective reasons. You cannot claim any compensation or damages for any costs incurred in relation to your application or in the event of any discussions with Pure Rental. Neither Pure Rental nor any of its managers, employees, agents or representatives can be held liable for any loss or damage, of any kind whatsoever, sustained directly or indirectly by you relating to your application as a professional user.

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## Your obligations and responsibilities

For the purposes of the proper application of these Terms, You undertake to cooperate fully with Pure Rental and promptly provide all the relevant information. You are responsible for ensuring that the information you provide is correct and up-to-date, does not adversely affect third parties or their rights, complies with the applicable regulations and is not of a nature to damage the integrity of the Website or its content.

In particular, you agree that you will not:  
post any information that:

- is false or misleading;
- is defamatory, abusive or slanderous;
- infringes copyright, patent rights, trademark rights, manufacturing secrets or other intellectual property rights, disclosure rights or the privacy of third parties;
- violates Dutch law and/or other applicable legislation;
- contains viruses, Trojan horses, worms, time bombs, cancelbots or any other computer program intended to damage or secretly intercept any information system, data or personal information;

transmit, distribute, print, publish or make accessible any content that might be considered to constitute one of the following, without limitation: incitement of the commission of crimes and offences; dissemination of false information or financial information covered by business secrecy, as well as any content intended to present or offer for sale items and/or works, software or content prohibited by law or adversely affecting the rights of third parties; breach of the authority of the law; violation of privacy, the protection of personal information or confidentiality of correspondence; disclosure of confidential information relating in particular to plenary adoption, proceedings in progress, suicide or the health of a third party, or confidential or private information relating to an individual's assets or finances; or an act endangering minors, particularly through the production, transmission, distribution or accessibility of messages that are violent or pornographic in nature, violate human dignity or assist in the making of explosives;

- attempt to mislead other users by assuming the identity or company name or by harming the image or reputation of other persons and/or posing as an authorized department or affiliate of Pure Rental with a third party or an employee;
- falsify data, messages or documents, message headings or user names or log in details for the Website or manipulate a password in any way;
- disrupt, slow, block or alter the normal flow of data exchanged in relation to the Website;

- fraudulently access, remain on, hinder or disrupt Pure Rental 's information systems, and in particular servers and networks connected to the Website, or refuse to comply with the required terms, procedures, general rules or regulations applicable to networks.

In any event, Pure Rental reserves the right to temporarily or permanently exclude users who breach the Terms, with no option for dispute and without prejudice to the other rights of Pure Rental .

### **Content**

You as the User undertake to only use the content made available on the Website in accordance with the personal right to view which is granted under these terms. In particular, you are not permitted to copy, duplicate, distribute, sell, publish or use in any other way or distribute in any format, electronic or otherwise, the information found on the Website.

You as the User grant (i) Pure Rental a free non-personal, non-exclusive and transferable license to use and reproduce content inserted on the Website, particularly text, photos, images, etc.. ("Content") and, (ii) the partners of Pure Rental and other Users and users visiting the Website a free personal, non-exclusive and non-transferable license to access and use the Content. You declare and warrant that you are the sole owner or licensee of the intellectual property rights relating to the Content and indemnify Pure Rental and Partners and Users against all third party claims or actions relating to the information provided.

### **Your responsibility**

You acknowledge that you are responsible for any content you make available to third parties and recognize that a large part of the data and information available on the internet and/or the Website may be protected, particularly in accordance with the provisions of the Dutch intellectual property code or business secrecy. Therefore, you agree to abide by the applicable legislation relating to information available on the internet and/or the Website and shall remain in any event solely liable for infringement of industrial property rights, copyrights and associated third party rights, including but not limited to infringements of any preexisting distinctive sign, brand name, trade name, business name, store name, patents, designs and models, etc., which might result from your use of the Website.

You are solely liable for infringements of third party rights and, in particular, infringements of personality rights, names and attributes that might result from the use of the Website or the Content. Therefore, you are responsible for taking all necessary measures to ensure that the Content or your use of the Website does not infringe such third party rights. You therefore indemnify Pure Rental against any complaint, action and/or claim that might be made against it and undertake, in this regard, to pay all sums, damages, costs, legal fees and expenses Pure Rental might be ordered to pay.

You represent and warrant that you comply with the legal and formal elements of the regulations you claim to abide by, particularly with respect to regulated professions or specific tax or legal rules.

You are the sole judge of whether you have the legal, contractual and/or judicial capacity to access and/or use the Website. As such, by using the Website, you confirm that you are not breaching any legal or contractual clauses or bylaws. Consequently, you indemnify Pure Rental against any complaint, action and/or claim that might be made against it in this regard and undertake, as such, to pay all the sums, damages, costs, legal fees and expenses Pure Rental might be ordered to pay.

You undertake to use the Website in a way that respects public order, public safety and codes of common decency and shall remain in any event solely liable for any breaches of public order, public safety and codes of common decency which might result from your use of the Website.

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## Pure Rental 's responsibility

Pure Rental declines any liability as regards the reliability and/or relevance of the information provided by Partners, including credit institutions, on the Website, said information being put online and distributed under their sole responsibility.

Pure Rental cannot be held liable for any content whatsoever, Ad, text, image or other element issued by a third party, whether this is a User, Customer or Partner.

In the event of a problem, you are advised to contact the third party in question.

You are cognizant of the fact that Pure Rental cannot, in particular, guarantee the follow up on:

- the Ads you viewed on the Website or the Ads you posted on the Website;
- the responses you receive following your requests to be put in touch with Partners;
- the financing offers proposed to you by the credit institutions or brokers you get in touch with via the Website;
- and more generally your specific needs.

Moreover, Pure Rental cannot guarantee the quality of rough estimates provided by Partners for vehicles or other items offered for sale.

Pure Rental endeavors to put Users in contact with the Partners and partner credit institutions offering their services via the Website but we do not guarantee that an agreement will be entered into between Users and said Partners, including partner credit institutions.

Finally, since Pure Rental does not perform the activities of a credit institution and its involvement is confined to simply putting you the User in contact with its Partners, including partner credit institutions or brokers, it cannot be held liable for:

- the quality of the advice offered by the Partners, including credit institutions, to Users once they have been put in contact through the Website;

- the tacit or explicit approval or refusal by a partner credit institution or broker to an application for finance submitted by a user;
- the proper fulfillment of the loan agreed between a partner credit institution or broker and a User;
- the absolute lawfulness of the finance solutions proposed by a partner credit institution;
- the credit institution's failure to respect a User's choices concerning the use of personal information.

You are reminded that (i) the transmission of data on the internet is only relatively reliable, since it circulates on varying networks with diverse features and capacities, which are sometimes saturated at certain times of the day and which might impact on download times or accessibility to data, (ii) the internet is an open network and therefore the information it conveys is not protected from potential misuse, intrusion into your system, piracy of system data, programs and files, contamination by computer viruses, and (iii) it is your responsibility to take all appropriate measures to protect your system and content from contamination by viruses and attempted intrusions.

Therefore, Pure Rental cannot be held liable for any damage resulting from access to, use of and/or unavailability of the website, and, in particular, for any loss of data/programs, any contamination by a virus, any financial and/or commercial loss and/or loss of image.

Pure Rental is released from any liability should you fail to comply with any applicable regulations or legal or tax rules.

In the event of failure to comply with these Terms and/or damage resulting from your use of the Website, you undertake to compensate Pure Rental for any resulting loss. You undertake to indemnify and hold Pure Rental harmless for any third party claim made against Pure Rental in this regard.

In any event and to the extent allowed by law, Pure Rental's liability can only be sought on the basis of a proven fault, within a period of 12 months after the causal event and is limited to the sums paid to Pure Rental in the 12 months prior to the event .

Pure Rental reserves the right to improve the functions of the Website at any time and carry out maintenance and upgrade operations during which the products and Services will not be available. Notably, Pure Rental reserves the right to add or remove functions, change the formatting of the tool, or insert links, promotional or otherwise, on the products and services.

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## **Limitation of liability**

The Website and its content are provided on an "as is" basis and without warranty of any kind, particularly in terms of future performance. To the extent permitted by law, Pure Rental excludes all warranties and and, in particular, makes no warranty that the Website shall be accessible at all times or free from errors and/or defects. In this context, you are reminded

that access to the Website may be temporarily suspended, due to (i) hardware and/or software maintenance on the Website's server and/or (ii) hardware, software and/or editorial maintenance on the Website and/or (iii) the occurrence of a force majeure event. Should the Website be temporarily or permanently unavailable, no claim for damages or any form of compensation can be made.

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## Duration/Termination

These terms come into effect once your account is opened and until it is closed.

They apply in all cases to simple visitors to the Website to whom the relevant provisions apply.

Should you fail to fulfill any of your obligations according to these Terms, Pure Rental can immediately terminate all or part thereof, without prejudice to its other rights, automatically and without any additional formalities. The relevant passwords shall then be immediately deactivated.

You are entitled to terminate you agreement to these terms at any time, by registered letter sent to Pure Rental , with one month's notice.

Notwithstanding the termination of these Terms, for whatever reason, all stipulations intended to survive the expiry/termination of these Terms shall remain in effect, in particular the "Intellectual Property" and "Confidentiality" articles.

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## Respect of privacy and personal information

A Cookie and Privacy Policy has been established and can be viewed here [ici](#)

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## Intellectual property

Please note that Pure Rental does not own the information posted by Customers and Partners. All texts, images and sounds reproduced on the Website are subject to intellectual property rights, for the entire world.

Trademarks, logos, business names, acronyms, company names, trade names and/or domain names owned by Pure Rental and/or the Partners mentioned on the Website, allowing access to the Services, constitute distinctive signs which cannot be used without the express prior authorization of the owner.

You the User irrevocably recognize that the Website and the Services comprise databases made available by Pure Rental as the producer of said databases. Therefore, you agree that you will not:

- extract by permanent or temporary transfer all or a substantial part in terms of quality or quantity of the content of one or more of the databases accessible on the Website onto another medium, by any means and in any form whatsoever, including for the purposes of use or viewing by a media and/or process not authorized by Pure Rental ;
- reuse, by provision to the public, all or a substantial part in terms of quality or quantity of the content of one or more of the databases accessible on the Website, in whatever form, including by hypertext link, a media and/or process unauthorized by Pure Rental ;
- create, publish, maintain, update, import, export or provide to third parties, for free or for a cost, a competing database derived from all or part of one or more of Pure Rental 's database and or participate in the above-mentioned activities;
- in general, extracting, using, storing, reproducing, communicating or keeping, directly or indirectly, in all or part, including in a buffer or temporary memory, the content of one or more of the databases of Pure Rental , using one of the processes mentioned above, is strictly prohibited, including via a media unauthorized by Pure Rental .

These Terms do not entail any transfer of any kind of the intellectual property rights in the elements owned by Pure Rental or Users or their assigns, such as audio, video, photographs, images, literary texts, artistic works, software, marks, corporate identity elements, logos) for the benefit of the User.

Only such use as is compliant with the purpose of this Website is authorized.

Any other use, not expressly authorized in writing and in advance by Pure Rental , is prohibited and constitutes infringement.

The hypertext links accessible on the Website to other websites and in general to all existing online resources cannot incur the liability of Pure Rental . Users cannot under any circumstances set up hypertext links to the deep pages of the Websites, allowing access to Services, by any technical process whatsoever intended to bypass the user identification field or suck up all or part of the content of the Services made available by Pure Rental . The technique of "framing" is prohibited, except with the express prior permission of Pure Rental .

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## Qualité

The identification of users by the password they have chosen and the entry of the bank details required for payment each comprise an electronic signature which has the same value as a handwritten signature between the parties. Similarly, by submitting an order, users fully and unreservedly accept these Terms.

The computerized registers stored in Pure Rental 's information systems shall be kept under reasonable conditions of security and considered as proof of communications, orders and



payments between the parties. The data recorded by the payment system comprises proof of financial transactions.

Notwithstanding freedom of proof, all proof must be provided by trusted means. According to the law, an accurate and durable copy can be produced by way of proof in the absence of an original.

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## Applicable law

You are reminded that the Website and underlying platform are governed by Dutch law regardless of where you access and use it. These Terms are governed by the laws of The Netherlands, with regards to both substance and form.

In the event of a dispute relating to the performance or interpretation of the provisions of these Terms, the parties undertake to attempt a preliminary conciliation of which they must provide proof, where applicable.

In the event of a dispute between Pure Rental and a business entity, EXPRESS AND EXCLUSIVE JURISDICTION IS ASSIGNED TO THE COMPETENT PARIS COURTS, NOTWITHSTANDING MULTIPLE DEFENDANTS OR GUARANTEE PROCEEDINGS, EVEN FOR URGENT PROCEEDINGS OR PRECAUTIONARY INTERIM PROCEEDINGS OR EX PARTE PROCEEDINGS. In the event of a dispute between Pure Rental and a non-business entity, the competent courts shall be appointed according to ordinary law.

Notwithstanding the foregoing, Pure Rental shall be entitled to seek all precautionary measures, orders or any other urgent measure before any competent court.

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## Entire agreement

These Terms express all the obligations incumbent upon the parties. However, they may be added to and/or amended by any additional document agreed upon by the Parties and referring expressly to these Terms.

General or specific terms communicated by users cannot be included in these Terms and Conditions.

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## Security

To guarantee security and improved confidentiality for users, the payment pages of this Website are completely secure.

As part of its measures to prevent fraud, Pure Rental has set up the 3D Secure payment process.

3D Secure is an authenticated payment system which strengthens the security of your online purchases. At the time of payment, your bank checks the identity of the card holder before validating the transaction.

This service is offered free of charge by your bank for your Carte Bleue, Visa and Mastercard payments.