

General Terms and Conditions

for the Operation of the Innovative Logistics Cloud Software 4.0

www.click2cargo.de

1. Subject and Scope

1.1 Subject

- The **General Terms and Conditions** govern the provision and use of the logistics cloud software 4.0, known as **click2cargo**, by the operator. The detailed services and features of the software are listed in sections 7 through 9 of these terms.

1.2 Description of the Software

- **click2cargo** is a web-based, cross-platform logistics cloud software 4.0 designed for the automated handling of business tasks in road freight transportation. The software allows for efficient management and organization of transport processes for freight traffic with motor vehicles.
- The software is intended exclusively for natural or legal persons and partnerships that offer or request commercial transportation and/or freight forwarding services.

1.3 Operator

- The operator of the click2cargo software is www.click2cargo.de, located at Brettener Straße 58/1, 75031 Eppingen, Germany.
- Further information about the operator can be found in the imprint on the website www.click2cargo.de.

1.4 Scope

- The **General Terms and Conditions** apply to the use of the website www.click2cargo.de as well as the associated domains www.click2cargo.eu and www.click2cargo.com.

1.5 Registration and Access

- **Access to and use of** the click2cargo logistics cloud software 4.0 require prior registration as a user.
- **Registration** is completed by creating a user account and agreeing to the General Terms and Conditions as well as the supplementary privacy policies of the operator for the cloud software and related apps.

2. Reservation of Right to Change

2.1 Operator's Right to Change

- The operator has the right to change the content of the General Terms and Conditions at any time.

2.2 Information Obligation

- In case of changes, registered users will be informed via email or other means about the updated General Terms and Conditions.

2.3 Objection Period

- Registered users have a period of two weeks to object to the changes.
- If no objection is made within this period, the changes are considered accepted.

2.4 Notice of Right to Object

- Registered users are explicitly informed of their right to object.

2.5 Availability of the Current Version

- The most recent version of the General Terms and Conditions can be viewed, printed, or downloaded at any time from the website www.click2cargo.de.

This reservation of rights allows the operator to flexibly adapt the General Terms and Conditions to changed legal or business conditions while keeping users informed of their rights and the possibility to object.

3. Registration and Contract Conclusion

3.1 Registration Process

- Registration is completed by submitting a fully completed registration form.
- By submitting the data, the user confirms that they have been adequately informed about the prices, terms, and conditions.

3.2 Accuracy and Completeness of Data

- The user is responsible for the accuracy and completeness of the entered data. P.O. Box addresses are not permitted.
- If data changes, the user must promptly correct them or notify click2cargo's customer service (customerservice@click2cargo.com) if the data cannot be changed in the profile.

3.3 After Registration

- The user will receive an automated confirmation via email and will be required to complete information on the responsible tax office and tax number within 3 business days and upload necessary documents (commercial register extract, freight transport permit, transport liability insurance).
- The privacy policies of click2cargo are noted.

3.4 Consequences of Incomplete Data

- If the required documents or data are not fully uploaded or updated within the deadline, the operator may temporarily deactivate the user account.

3.5 User Contract and SEPA Direct Debit Mandate

- After registration, the user will receive a user contract and a SEPA direct debit mandate via email.
- Both documents must be printed, signed, stamped with the company seal, and then returned to the operator (preferably by email, but also by post).

3.6 Contract Acceptance

- The operator may refuse to conclude the contract at its discretion. There is no entitlement to the acceptance of the user contract and activation by the operator.

3.7 Confidentiality of Access Data

- The registered user is obliged to keep their access data confidential, including from their employees.
- In case of suspected unauthorized use, the user must immediately inform the operator. The operator may take measures, including blocking the user account.

3.8 Inactive User Accounts

- User accounts that have not been used for more than a year or originate from incomplete registrations may be deleted by the operator.
- The user will be informed in advance about the impending deletion.
- All provided data will be deleted within one month unless needed for proof or to fulfill an existing contractual relationship.
- If usage is resumed before deletion, no deletion will occur.
- Details can be found in the privacy policies of click2cargo.

These provisions ensure that the registration and contract conclusion process is clearly defined, user data is maintained accurately and up-to-date, and the platform remains secure.

4. Content of the User Contract

4.1 Permissible Use

- The click2cargo logistics cloud software 4.0 may only be used for pursuing one's own economic objectives and within the agreed purpose. This includes initiating, concluding, executing, and processing contractual relationships with other users or third parties.
- A click2cargo user account and the rights from this user contract are non-transferable without the operator's consent.
- click2cargo does not act as a party in the contractual relationships that arise between users or between users and third parties. The operator does not act as a provider or requester of transport orders.

4.2 Access to Scope of Use

- There are two types of user accounts:
 - **Transport companies/freight forwarders/courier services**
 - **Shipping customers (commercial)**
- **Transport companies/freight forwarders/courier services** can:
 - Offer freight
 - Search for and bid on available freight
 - Offer empty runs
 - Create and manage transport orders
 - Assign drivers and vehicles
 - Use the click2cargo Driver App for drivers and subcontractors
 - Utilize real-time GPS tracking
 - Find suitable freight with the click2cargo freight finder and Google Maps
 - Communicate with drivers and other users via the integrated chat function
 - Search for carriers
- **Commercial Shipping Customers** can:
 - Offer freight
 - Create transport orders
 - Use real-time GPS tracking via Google Maps
 - Communicate with carriers via the internal chat function
 - Search for carriers

Private individuals and consumers are excluded from using the click2cargo logistics cloud software 4.0. The software is intended solely for commercial users who use or offer transportation and freight forwarding services professionally.

4.3 Granting of Usage Rights

- The user is granted a limited, non-transferable, and non-sublicensable right to use the service and the associated software for the duration of the contractual relationship, within the scope of the agreed contractual purpose.
- Parts of the service may be provided by third parties; their terms of use must be adhered to by the user. The operator ensures the necessary usage rights but is released from its obligations if the user violates these terms.
- The operator provides no warranty or liability for third-party services.
- In the event of violations of the terms of use, the operator may temporarily or permanently exclude the user from using the service. The right to use the license is suspended during the exclusion and terminates no later than upon the end of the contractual relationship.
- The use of the software is permitted only on IT systems managed by the provider and exclusively with the applications provided by the operator.

4.4 Conditions for Downloading Apps

- In relation to the operators of distribution platforms (Apple Inc. "App Store" and Google Inc. "Google Play"), the user agrees that:
 - These terms are only agreed between click2cargo and the app users. The distribution platforms have no obligations or responsibilities regarding the app.
 - All claims related to the app (e.g., product liability claims, legal requirements, consumer protection rights) are to be addressed solely by the operator of the click2cargo logistics cloud software 4.0.
 - The operators of the distribution platforms and their affiliates are third-party beneficiaries of this agreement and may enforce it against the user if they accept.

These provisions define the permissible use of the software, access to its features, the granting of usage rights, and specific conditions for downloading and using the apps via third-party platforms.

5. User Obligations

5.1 Responsibility and Compliance

- The user is responsible for the behavior of their company's users.
- The user must ensure that all legal and regulatory requirements, as well as the terms of the service, are adhered to.

5.2 Prevention and Reporting of Unauthorized Use

- The user must prevent unauthorized use of the service.
- The user must promptly inform the operator of any detected unauthorized use or access.

5.3 Indemnification of the Operator

- The user indemnifies the operator from claims made by third parties.
- The user holds the operator harmless from claims arising due to the user's fault in violating third-party rights or due to the user's unlawful or contractual misconduct.

5.4 Information Obligation

- The user is obliged to regularly check for notifications from the operator or other users.
- These notifications may contain information about the operation of the service, legal bases, or inquiries regarding contractual relationships.
- The operator may limit the number, display duration, and storage of such notifications.

5.5 Use of Contact Data

- Contact data of other users obtained through the service may only be used for contractual and pre-contractual communication.
- It is prohibited to resell or use this data for advertising unless the other user has explicitly consented or has not objected.

5.6 No Disruptive Interference

- Users must not block, overwrite, or modify content generated by the service or other users.
- Users must not otherwise disrupt the service, particularly if it could lead to excessive strain on the operator's infrastructure.

These obligations ensure the secure and compliant operation of the click2cargo logistics cloud software 4.0 and protect the interests of all users.

6. Provision of Services by the Operator

6.1 Technical Framework

- The user's entitlement to the provision of the service exists only within the current state of technology.

6.2 Limitations and Maintenance

- The operator may temporarily limit their services if necessary:
 - Due to capacity limits,
 - For the security or integrity of the servers,
 - To perform technical measures,
 - When the service is used excessively or in unusually high volumes (Fair Use Principle).
- In such cases, the operator will consider the user's legitimate interests by:
 - Providing advance notice,

- Performing maintenance and repair work preferably on weekends and during night hours (between 10 PM and 4 AM),
- Non-availability due to such work does not constitute a claim for reduction as long as it does not exceed 6 hours per day, 18 hours per week, and 48 hours per month.

6.3 Development of the Service

- The operator will continuously develop the service and the software at their discretion. The nature and form of existing functions may be changed within reasonable limits during the term of the contract. A change is reasonable especially if:
 - Functions are provided through third parties, and these services need to be modified.
 - New legal or regulatory requirements necessitate a change.
 - The agreed services no longer meet current technological standards, safety regulations, or data protection requirements.
 - Services are replaced with equivalent or higher-quality ones, provided the agreed quality remains essentially unchanged and the intended use is preserved.
- Changes to services will be communicated to users at least one month before they take effect.

6.4 Automatic Updates

- The provided software regularly downloads and installs automatic updates from the service's servers. These updates may include bug fixes, improved features, or entirely new versions. The user acknowledges that these updates are a condition of the operator's services and permits the operator to provide them.

6.5 Use of Provided Information

- Information provided by the operator may only be used within the purpose of the user contract. Extraction must only be done via the intended export or print function. The use of automated technical tools such as interfaces, third-party software, bots, or scripts is prohibited unless expressly authorized by the operator.

6.6 Rights to Transmitted Data and Content

- The user grants the operator a non-exclusive, unrestricted, transferable, and sublicensable right to exploit the transmitted data and content within the scope of providing the service and utilizing its functions. This includes, in particular:
 - Public accessibility,
 - Reproduction and distribution,
 - Modification of the data and content.

- The grant of rights includes complete or partial reproduction on any digital recording media (servers, hard drives, memory cards, etc.) and through any known or unknown processes, as necessary for the provision of the service and the use of its functions.

7. click2cargo - Freight Exchange

- Overview of Functions -

7.1 Brokerage Platform

- **Automated Order Brokerage Platform:** The click2cargo logistics cloud software 4.0 offers an automated system for brokering freight orders.
- **Order:** An order is a contract for the paid road transport of freight goods. Users can act as providers or interested parties.
- **Requests:** Users can post requests for available cargo space or freight to be loaded. Other users can make binding, but revocable and amendable offers.
- **Bidding Process:** Offers can be accepted, rejected, or answered with counteroffers. An order is concluded as soon as the offer is accepted via the service.
- **Legal Framework:** The validity of the order is governed by German law or the CMR for international transports. The operator does not guarantee the legal validity of the users' contractual declarations.

7.2 click2cargo - Marketplace Management

- **Search and Filter Functions:** The system provides a map view and selectable filter criteria for searching requests.
- **Information Display and Communication:** There are functions for displaying information about requests and users as well as bidding and communication buttons.
- **Deactivation and Reactivation:** Requests and bids can be deactivated and reactivated based on events.
- **Disclaimer:** The operator is not liable for the accuracy of displayed geographic locations. Users must carefully review search results.

7.3 Preparation, Execution, and Completion of Orders

1. Preparation

- ✓ **Order Recording:** Detailed collection of all relevant information about the order, including the cargo, pick-up and delivery addresses, and any special requirements.
- ✓ **Resource Planning:** Identification and allocation of the necessary resources, including transport means and personnel, to successfully complete the order.
- ✓ **Documentation:** Creation of all required documents and certificates necessary for executing the order, such as delivery notes and waybills.

2. Execution

- ✓ **Transport:** Organization and execution of the transport according to the agreed conditions, including adherence to schedules and routes.
- ✓ **Monitoring:** Ongoing supervision of the transport process to ensure that all aspects of the order proceed smoothly. This includes communication with drivers and tracking the shipment.
- ✓ **Quality Control:** Ensuring the quality and safety of the transport through regular checks and compliance with all relevant regulations.

3. Completion

- ✓ **Delivery:** Completion of the transport process through timely delivery of the cargo to the destination and documentation of receipt.
- ✓ **Invoicing:** Creation and sending of the invoice to the client, including a detailed breakdown of the services provided and costs incurred.
- ✓ **Follow-up:** Handling any complaints or inquiries, final review of order fulfillment, and documentation of experiences to improve future orders.

These steps are crucial for the efficient and smooth handling of orders in the logistics industry. Below, we explain how the features of the click2cargo Logistics Cloud Software 4.0 support these processes:

- **Digitized Order Processing:** Orders can be planned, managed, and assigned digitally, including:
 - **Route Calculation:** Based on a mapping service, including traffic and weather information.
 - **Online Storage:** For later use of order data.
 - **Individual Order Assignment:** To business partners in accordance with applicable legal regulations.
- **Dispatch for Transport Companies:** Registered transport companies can use click2cargo for dispatching, including:
 - **Vehicle Recording and Activation:** For requests.
 - **Order Assignment:** To vehicles and drivers.
 - **Data Transmission:** To the client.
 - **Document Creation:** For order documents and delivery receipts.

Terms of use and data protection: For map and location-based functions, the terms of <https://www.google.com/maps> and the privacy policies of click2cargo and <https://policies.google.com/privacy> apply.

7.4 Rating and Feedback – Tool

- **User Ratings:** There is a rating system for users to provide feedback on completed or agreed orders.
- **Display and Irrevocability:** Ratings are displayed in connection with requests and user profiles and cannot be deactivated.
- **Abuse Prohibition:** Influencing ratings through false information or incentives is prohibited.
- **Verification and Technical Provision:** The operator may review ratings before publication but is not obligated to do so. The operator only provides the technical infrastructure for transmitting ratings and does not influence their content.

These points highlight the extensive functions and regulations of the click2cargo Freight Exchange, aimed at providing users with an efficient and legally secure platform for exchanging freight orders.

8. click2cargo - In-App Navigation and Shipment Tracking

- Overview of Functions -

8.1 Exclusively through the click2cargo Driver App, click2cargo provides access to a navigation and location system with the following features:

- **Visual and Auditory Route Guidance:** Continuous updated route and speed calculations to the destination (based on the mapping service, see also section 7.3).
- **Manage and Retrieve Custom Routes.**
- **Determine the Likely Position of the End Device:** For location-based functions, based on local network coverage (mobile and Wi-Fi networks).
- **Display of Current Status Information:** (As provided by the driver, e.g., loading and unloading process, standstill and break time, breakdowns, etc.).
- **Shipment Tracking:** The route chosen by the driver can be monitored and guided based on location, particularly through the display of the likely position, the traveled route, current route and speed calculations to the destination, and custom settings (geofencing, roadblocking, current status information).

8.2 The use of the navigation and location system is only possible while a fully created transport order on click2cargo is being executed, i.e., during the time between the planned start and end of the order (loading and unloading). The order must have a vehicle and a specific driver assigned. Outside these times, the navigation and location functions of the respective app are inactive, and use is not possible.

8.3 The **position and status data** from the driver app are transmitted to the systems managed by click2cargo and are available to the user within their account for further use, e.g., to dispatch the order, communicate with the driver, or provide instructions.

8.4 If the user has provided the **location data of the driver** to their registered client on click2cargo, the client also receives the ability to track the shipment by viewing the corresponding position and status data within their account.

8.5 The terms of use for this functionality are additionally **subject to the terms of Google LLC**, 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA (<https://www.google.com/maps>). For data protection matters, refer to the click2cargo privacy policy and the Google LLC privacy policy (<https://policies.google.com/privacy>).

These points highlight the extensive features and regulations of click2cargo's in-app navigation and shipment tracking, aimed at providing users with a precise and efficient means for route guidance and monitoring of transport orders. The detailed service description ensures that users clearly understand and optimally utilize the available functions to improve their logistical processes.

9. Publications and Chats

- Service Documentation -

For user publications in the **click2cargo** Freight Exchange, as well as for notifications and chats between users, the following provisions apply:

9.1 Published requests are not generally visible on the web interface of the service. They are only accessible in the closed user area. Individuals can only view, create, or bid on a request if they have previously created a user account and entered into a user agreement with the operator. Search queries will display published requests according to the criteria entered by the user. However, the display order may be determined at the operator's discretion.

9.2 Requests should be posted only in the designated sections, i.e.:

- **Freight:** Goods to be loaded
- **Empty Runs:** Vehicles with available cargo space

Only requests for one-time orders are permitted; each order must not be posted multiple times simultaneously. Framework or group orders may not be initiated through the freight exchange, and advertising for other services is prohibited. Additionally, users may not use seals, guarantee signs, or other symbols of third parties unless the operator of click2cargo has expressly agreed to the use of such symbols.

9.3 The content of the transport order to be concluded must be clear and unambiguous from the formulation of the request and its other content. This includes:

- **Details of the Starting and Destination Locations**
- **Description of the Type of Cargo**
- **Information on Weight, Dimensions, Packaging, and Storage**
- **Details on the Planned Execution Time**

This information must be complete and accurate to avoid misunderstandings and ambiguities.

9.4 Users may only offer cargo space under the "**Empty Runs**" section and place bids under the "**Freight**" section if they meet all of the following conditions:

- **Availability of a Vehicle:** A vehicle with available cargo space must be available at the execution time, capable of picking up the cargo at the starting location and delivering it to the destination.
- **Valid Driver's License:** The driver must hold a valid driver's license and be able to carry out the order while adhering to driving and rest times, without existing driving bans.
- **Liability Insurance:** The vehicle must be covered by valid liability insurance.

- **Vehicle Condition:** A vehicle in good operating condition must be used, complying with applicable legal regulations and having a current official inspection certificate.
- **Goods Transport License:** A valid goods transport license must be held for commercial goods transport with vehicles whose permissible total weight including trailers exceeds 3.5 tons and whose geographical scope permits the execution of the order.
- **Traffic Liability Insurance/Transport Insurance:** The following explains the circumstances or requirements under which traffic liability insurance and/or transport insurance may be necessary or required.

Why Traffic Liability Insurance is Important?

As a transport operator, you know what can go wrong on the road daily:

- A truck load ends up in a ditch
- Goods are lost
- You deliver late.

Your transport company is responsible for the damage. For good reason, the Goods Transport Act (§ 7a GüKG) and the terms of transport operators mandate traffic liability insurance.

Who Needs Traffic Liability Insurance?

According to § 7a of the Goods Transport Act, you are required to obtain traffic liability insurance if you:

- Transport third-party goods for a fee or have them transported by other carriers, and
- Use motor vehicles with a permissible total weight of more than 3.5 tons (including trailers).

Traffic liability insurance and transport insurance are two different types of insurance with distinct purposes and scopes:

Traffic Liability Insurance vs. Transport Insurance

1. Traffic Liability Insurance

- **Purpose:** Covers the legal liability of a carrier for damages incurred during goods transport.
- **Coverage:** Includes damage to goods (loss or damage) and financial losses due to delays.
- **Legal Basis:** Legally required in many countries, including Germany, for commercial goods transport.
- **Policyholder:** Primarily for carriers who transport goods commercially.
- **Coverage Extension:** Can be extended by additional agreements to cover specific types of goods, transport methods, countries, or risks.

2. Transport Insurance

- **Purpose:** Protects goods against damage during transport, independent of the carrier's liability.
- **Coverage:** Includes loss, damage, or destruction of goods due to various risks such as theft, fire, water, accidents, etc.
- **Contract Type:** Often purchased by shippers or recipients, not legally required but voluntary.
- **Policyholder:** Available to anyone transporting goods, including shippers, recipients, or clients.
- **Coverage Extension:** Can be customized to specific needs, including higher coverage amounts or broader damage causes.

Summary

- **Traffic Liability Insurance:** Mandatory for carriers, covering legal liability for damage to goods and financial losses.
- **Transport Insurance:** Voluntary for shippers or recipients, covering damage to goods during transport from various risks.

Both insurances can complement each other, providing different levels of protection for different participants in the transport process.

9.5 Requests and bids must not violate legal regulations or good morals through their formulation, content, visual design, or intended purpose. Businesses must particularly observe the regulations of copyright, trademark law, and the Telemedia Act (imprint obligation).

The user is obligated to provide correct and truthful price information. Unless expressly stated otherwise, the specified prices include the entire transport service, including tolls and other regularly associated costs. If statutory VAT applies and no deviation is agreed upon, it must be paid in addition to the specified net price and indicated separately by the carrier in an invoice.

9.6 Inclusion of Special Conditions: If an order or other communication between users includes terms and conditions of service, transport, or general business conditions, appropriate and clear reference must be made. Such terms may include regulations on payment conditions, due dates, liability, cancellation, refunds, and other order and remuneration conditions. It is recommended to read these conditions carefully and contact the user who requested the inclusion if there are any uncertainties.

click2cargo does not warrant or assume responsibility for whether such conditions become part of the contract or not. Unless otherwise agreed, the General German Forwarding Conditions (ADSp) in their version valid at the time of the contract conclusion apply to transport orders within Germany.

9.7 The operator has the right to technically modify requests, chat messages, and other user content to ensure correct display on mobile devices and in certain software applications of the operator or third parties. The operator does not act as a

transmitter for contractual statements made by users and assumes no responsibility for the proper execution of contractual relationships between users. Specifically, the operator does not endorse or assume liability for the content of user statements. The operator does not guarantee that a message sent through the service reaches its intended destination or is received and read by the addressed user.

10. Usage Fees and Payment Terms

10.1

The user must pay the agreed compensation for using the service, which depends on the chosen package option and the associated contract term (hereinafter referred to as "usage fee"). The amounts specified during the package selection or otherwise indicated by the provider are net fees plus statutory VAT, if applicable. Billing is done exclusively electronically.

10.2

For contracts with an indefinite term, the usage fee is payable monthly in advance. For contracts with a fixed term, the usage fee is payable in full at the beginning of the contract term and at the beginning of each subsequent extension of the contract term. The usage fee will be collected by the provider via a SEPA direct debit mandate after prior notice, which must be given at least two days before the due date, until the user terminates the usage contract and the termination becomes effective.

10.3

If the provider allows free usage as part of a time-limited special promotion, the usage fee will only be charged and become due after the end of the special promotion. If the user upgrades to a higher package, the change will take effect at the beginning of the following billing month, and the amounts for the higher package will be charged for the remaining contract term; already paid usage fees will be credited. In all other cases, the change will only take effect at the end of the contract term, and previously paid usage fees will not be refunded.

10.4

The provider's invoice for the usage fee and applicable taxes must be paid in full without deduction. Offsetting or withholding by the user is only permissible if the due counterclaim is related to the usage fee and is otherwise only permitted if it is legally established, ready for decision, or undisputed.

10.5

If the user does not provide the provider with a valid SEPA direct debit mandate within 30 days of concluding the contract or if the direct debit for due usage fees cannot be collected in whole or in part within 30 days after notification of the invoice

amount or is reversed, the user is in default without further notice, unless they are not responsible for the non-payment. If the user is in default of payment for an amount equivalent to one monthly usage fee for more than 14 days, this entitles the provider to extraordinary termination without notice as well as suspension.

10.6

Changes to the usage fee are expressly reserved. Such changes will be communicated to the user in text form by the provider and will apply no earlier than the beginning of the following billing month. If the usage fee increases, the user has a special right of termination to the last day of the following billing month with a notice period of 14 days, during which time the usage fees will remain unchanged until the termination takes effect.

11. Contract Term and Sanctions

11.1 Contract Term and Termination

The usage contract is concluded for an indefinite term and can be terminated by either party at any time with a notice period of 4 weeks to the end of the month in text form.

If a specific contract term was agreed upon in connection with the package selection, the contract can be terminated deviating from this with a notice period of 4 weeks, but not before the end of the agreed term. For contracts with a term of 12 months or more, the contract is extended by another 12 months unless either party terminates the contract in due time at the end of the current contract period.

The provider's right to block the account and both parties' right to extraordinary termination for good cause remain unaffected. In particular, the provider is entitled to terminate the contract with immediate effect if:

- The user no longer possesses a valid goods transport permit or does not provide proof of a valid permit in an appropriate form within 30 days of a request by the provider. The account may be temporarily suspended until the termination takes effect.
- The user establishes, operates, or manages a business that develops, offers, or sells services substantially similar to those offered on click2cargo, or if the user or an associated company acquires a significant capital interest in such a business.

11.2 Sanctions Against the User and Exclusion from Use

In addition to other contractual remedies under applicable law, the provider may take the following measures if there are concrete indications of violations of legal

regulations, third-party rights, these terms, or entered contractual relationships, or to prevent fraudulent activities or to protect other legitimate interests:

- a) Warning the user;
- b) Restricting the use of individual functions or the entire service;
- c) Temporary suspension of access;
- d) Permanent suspension of access (exclusion from use);

In choosing the measures, the provider will consider the legitimate interests of the affected user, particularly whether the user is responsible for the violation.

A suspension means that the provider is released from its performance obligations for the duration of the suspension but continues to be entitled to compensation. A user who is permanently suspended has no right to the restoration of their user account or their rating profile.

12. Liability

click2cargo's liability is governed by statutory provisions and is unlimited in cases of intent or gross negligence. In cases of simple negligence, click2cargo's liability for damages is limited to typical and foreseeable damage.

click2cargo is liable for cases of death or injury to health or body according to statutory provisions.

click2cargo is not liable for the publication and use of user data and user content carried out by the user or third parties commissioned by them.

The provider is not liable for contracts, transactions, or other relationships between users, even if they have contacted each other through click2cargo services.

The provider does not guarantee that the use of the website www.click2cargo.de will lead to the desired success, that interactive processes will reach the user, or that internet access will always be available.

The provider also does not guarantee that data exchange occurs at a specific transmission speed. Disruptions due to defects or interruptions of the user's end device or the internet connection between the user and the server are excluded from the provider's liability.

As far as legally permissible, click2cargo GmbH's liability is otherwise excluded.

13. Force Majeure

13.1 Events of force majeure that significantly hinder or temporarily make the fulfillment of a performance obligation under the usage contract impossible entitle

both contracting parties to postpone the fulfillment of their services for the duration of the hindrance and an appropriate recovery period. Force majeure includes, but is not limited to, strikes, riots, fires, floods, and other natural disasters, as well as terrorist attacks.

13.2 Events equivalent to force majeure are unforeseeable, severe, and unintentional circumstances, such as labor disputes, official orders, epidemics and pandemics, necessary health precautions, the failure or restriction of communication networks or gateways of other providers, and disruptions in the area of other telecommunications or service providers.

13.3 The contracting parties agree to notify each other immediately of such circumstances and their anticipated duration.

14. Data Protection

14.1 The provider and the user undertake to comply with the applicable data protection regulations, particularly the regulations in Germany. They ensure that all employees involved in the execution of the contract are bound by confidentiality under the EU General Data Protection Regulation (GDPR). Other legal and professional confidentiality obligations remain unaffected.

14.2 The provider is entitled to collect, process, and use user and personal data as required to enable the user to use the service or to bill the services provided. The provider ensures that involved service providers and software vendors only receive the data necessary for providing and billing their services.

14.3 The user confirms that all persons involved in the use of the service have been informed of the necessary data protection information and, if required, consent to the transfer of their personal data to the provider has been obtained. This applies particularly to location-based data and position histories, which the provider may use, store, and share with the user's business partners as part of the service provision.

14.4 In the case of unauthorized data processing, the user shall indemnify the provider upon first request from all third-party claims, provided that the provider processed the data in accordance with the contractual agreements.

14.5 Personal data collected during registration is used exclusively for the provision and use of the service. In accordance with applicable legal regulations, this data is stored and processed by click2cargo employees solely for contract execution and to inform users (e.g., through newsletters).

15. Export Control Regulations

The service includes services, content, software, and technologies that may be subject to the export controls of the USA, Switzerland, and the European Union (EU).

The user confirms that the service and its components may not be transferred, exported, or re-exported to countries for which the USA, Switzerland, or the EU have imposed an embargo. This also applies to nationals or residents of such countries, as well as to persons or organizations listed on relevant government lists of the USA, Switzerland, or the EU.

By using the service, the user legally declares that their location is not in an embargoed country and that they are not under the control of an embargoed country or a national or resident of an embargoed country. The user also guarantees that they are not associated with persons or organizations listed on the aforementioned government lists.

16. Governing Law and Jurisdiction

The law of the Federal Republic of Germany shall apply, excluding its conflict of laws provisions and without applying the United Nations Convention on Contracts for the International Sale of Goods (CISG). For users who use the service as merchants within the meaning of the Commercial Code, as well as for public law special funds and legal entities under public law, Heilbronn/Germany is agreed as the exclusive place of jurisdiction. This also applies if the user does not have a general place of jurisdiction in Germany or another EU member state or if their residence or habitual residence is unknown at the time of the lawsuit.

17. Amendments to the General Terms and Conditions; Invalidation and Gaps

17.1 Changes to the General Terms and Conditions will be communicated to registered users by the provider at least four weeks before they come into effect via email or through the service's communication function. These changes are considered accepted by the user if the user does not object to the changes in text form within four weeks of receiving the notification. The provider will explicitly inform the user of the consequences of failing to object in the notification.

17.2 Should individual provisions of these terms be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected. The contracting parties agree to replace the invalid provision with a permissible regulation that corresponds to its economic result, provided that this does not result in a significant change in the contract's content. The same applies to any gaps in the contract.

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