



## **General Terms and Conditions (GTC) of the ONLOGIST GmbH** as of July 1st, 2024

### **§ 1 Scope**

These GTC are an integral part of all agreements concluded by ONLOGIST GmbH (hereinafter referred to as "ONLOGIST", "we" or "us") and are their sole basis; conflicting terms and conditions shall not apply even if ONLOGIST has not expressly objected to them and has provided services without reservation.

### **§ 2 Subject**

ONLOGIST operates a mobility platform with marketplace functionality (the "ONLOGIST platform"), available on the Internet and in the ONLOGIST app, for the tendering and assignment of transport orders. This can only be used by commercially active clients and transport service providers ("Users") who have successfully completed the ONLOGIST registration and activation process.

### **§ 3 Obligations of ONLOGIST**

ONLOGIST's obligation to registered clients and transport service providers is to ensure the availability of the ONLOGIST platform, to grant access to it and to provide technical support to clients and service providers to the contractually agreed extent in the use of the ONLOGIST platform and the execution of transport orders (set-up and support). ONLOGIST shall in no case become a party to transport orders brokered via the ONLOGIST platform.

### **§ 4 Obligation of Users**

Participants of the ONLOGIST platform are obliged to keep access data secret, to protect it from access by unauthorised persons and to notify ONLOGIST immediately of any indications that access data has become known in order to avoid claims for damages.

Participants are obliged to use the accounts created for them and for employees personally only as intended and in particular to ensure that accounts are not transferred. Furthermore, participants are liable for all data they post there in accordance with general law, as well as for the freedom from viruses of all files posted. In particular, no unlawful or immoral, offensive, threatening, violence-glorifying, racist, sexually offensive or such content may be posted or linked to that offends religious feelings or is likely to denigrate political dissidents or to morally endanger

children or young people or impair their well-being. If a claim is made against ONLOGIST due to a participant's breach of these obligations, the participant shall indemnify ONLOGIST on first demand against all third-party claims, including the costs of appropriate legal defence.

## § 5 Service Disruption and Liability

ONLOGIST is authorised to temporarily restrict services if this is necessary with regard to capacity limits, the security or integrity of the servers or to carry out technical measures and this serves the proper or improved provision of services (maintenance work).

Liability for short-term, insignificant or externally caused disruptions to the ONLOGIST platform or for any disadvantages arising from the misuse of access data for which participants are responsible is excluded. This also applies to disruptions during maintenance work, which do not entitle the customer to a reduction in price, cancellation or the assertion of claims for compensation. The prerequisite for any rectification of defects is their timely notification. Claims for defects that are not reported to ONLOGIST within two weeks of the first opportunity to become aware of them, at least in text form, are excluded.

As ONLOGIST is not a party to agreements on transport services between participants on the ONLOGIST platform, ONLOGIST is not liable for any damages, disadvantages or losses resulting from such agreements. The registration data of participants will only be checked for completeness. ONLOGIST is not liable for the accuracy or timeliness of the registration data of participants and assumes no liability in this regard.

ONLOGIST's liability for damages resulting from a grossly negligent or wilful breach of duty or the negligent breach of main performance obligations by us or our agents is limited to the amount of damages foreseeable at the time of conclusion of the contract, but to a maximum of EUR 50. 000 and does not include cases of force majeure such as, in particular, fire damage, floods, strikes, lawful lockouts, epidemics and pandemics, insofar as a risk level of at least "moderate" has been defined by the Robert Koch Institute. **The limitation period for defects in ONLOGIST's performance is hereby shortened to 12 months, unless they are based on intent.**

With the exception of claims for injury to life, limb or health and claims caused by gross negligence or wilful misconduct, claims by participants against ONLOGIST shall become time-barred twelve months after the date on which they become aware of the claim, but no later than 36 months after the event giving rise to the claim.

## § 6 Payments and Due Dates

Registration and use of the basic functions of the ONLOGIST platform are free of charge for participants, unless otherwise contractually agreed. When a transport order is assigned by a client to a transport service provider, ONLOGIST charges a fee of 15% of the net order value. Invoicing and payment processing of contractual relationships established between participants (transport orders) is generally carried out via a factoring partner of ONLOGIST.

Fees for ONLOGIST's own services (i.e. not for transport orders) are net plus the applicable VAT. Invoices are due fourteen (14) days after receipt. One-off charges such as set-up fees are invoiced with the first monthly invoice. Default occurs if an invoice is not paid on time. In the event of default, ONLOGIST may, at its discretion, initiate legal dunning or legal proceedings with regard to all obligations and suspend the provision of services in whole or in part as well as restrict or completely block access to the ONLOGIST platform.

## **§ 7 Term and Termination**

The contractual relationship between ONLOGIST and participants begins with the conclusion of the registration on the ONLOGIST platform with an individual account, subject to a deviating individual contractual provision. It is concluded for an indefinite period and can be freely cancelled at any time.

## **§ 8 Grant of Rights**

If ONLOGIST provides participants with software as part of the contractual relationship, the participant shall be granted a non-exclusive right of use limited to its own use of the software for the duration of the transfer.

Participants grant ONLOGIST a non-exclusive right to use their company logo to the extent necessary for the fulfilment of the contract, in particular for the operation of the ONLOGIST platform.

## **§ 9 Data Protection and Data Security**

Participants must comply with applicable data protection regulations and obligate employees in accordance with Art. 32 (4) GDPR. The collection and processing of personal inventory and usage data by ONLOGIST is carried out for the purpose of contract fulfilment, Art. 6 para. 1 lit. b) GDPR, as well as to safeguard ONLOGIST's legitimate interest in maintaining the proper operation of the ONLOGIST platform, Art. 6 para. 1 lit. f) GDPR.

Participants shall ensure that all necessary requirements and consents are in place with regard to the personal data of their employees or authorised natural persons necessary for the fulfilment of the contract and shall indemnify ONLOGIST upon first request against all claims by third parties in this regard, including the costs of appropriate legal action.

## **§ 10 Miscellaneous**

The law of the Federal Republic of Germany shall apply. The place of fulfilment and jurisdiction is the registered office of ONLOGIST. Amendments to these GTC, including this text form clause, must be made in text form: ONLOGIST will inform participants in such cases by e-mail or at login.