



LOGISTIK IM FLUSS.

## Service T&Cs for the RIO Dispatch (beta)

(the „Service-T&Cs“)

### 1 Subject

These Service T&Cs constitute a stand-alone agreement between TB Digital Services GmbH (“**TBDS**”) and its user (“**the user**”). The Service T&Cs regulate the provision of the service described in Section 2 by TBDS to the user (“**the TBDS services**”) through the platform. They constitute a stand-alone agreement in addition to the Platform T&Cs already concluded between the user and TBDS. Unless otherwise expressly stipulated in these Service T&Cs, the provisions of the Platform T&Cs already concluded between the user and TBDS shall apply to these Service T&Cs. The terms defined in the Platform T&Cs shall also apply to these Service T&Cs. The Service T&Cs are agreed via the platform in accordance with the provisions in sections 2.1 and 2.3 of the Platform T&Cs.

### 2 TBDS Service

**2.1** TBDS shall provide the following TBDS service to the user specified in the service specification during the term of these Service T&Cs:

Description	Brief description and special conditions for the test phase
RIO Dispatch (beta)	<p>RIO Dispatch (beta) is <b>free to use for dispatchers during the test phase</b>. With this service you can manage your transport orders and plan tours for your trucks and drivers. If your trucks or drivers are equipped with a mobile device, the planned tour can be transferred to the driver via the free RIO 4Drivers app. Status messages set by the driver in the app are transferred back to the dispatcher.</p> <p>Individual functions of RIO Dispatch (beta) may be subject to changes during the test phase, also the availability of the service may vary from time to time, even downtimes can be possible. Therefore, for the duration of the test phase, the following conditions apply differently and primarily:</p> <p>Section 2.2 Availability: Availability of RIO Dispatch (beta) in the scope of Section 3.2 of the RIO Platform Terms and Conditions cannot be guaranteed during the test phase.</p>

	<p>Section 5 Warranty and liability:</p> <p>During the free test phase for the user: In the event of simple negligence with regard to the violation of such cardinal obligations, in view of the free use of the TBDS service, TBDS is only responsible for the ordinary care that TBDS uses to apply for its own affairs.</p> <p>Section 6 Term and Termination:</p> <p>TBDS will inform the user at least 3 weeks before the end of the test phase about the termination date of test phase and will offer the user in case of continued offering of the service by TBDS the opportunity for further fee-based usage of RIO Dispatch.</p> <p>If the user decides to continue using the service RIO Dispatch for a fee, his data is migrated to the fee-based service for further usage.</p>
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**Important note: With regard to the requirements under data privacy law, we refer expressly to Section 8 of the RIO Platform T&Cs. The user shall remain responsible under data privacy law for data processing within the scope of the commissioned data processing activities by TBDS. Additionally, the user guarantees that it shall be permissible to process the personal data of the relevant parties (driver and other persons if necessary). This includes the user's duty to fully inform the relevant parties and encompasses the establishment of a legal basis under data privacy law.**

The latest version of the detailed service specification, in addition to the technical requirements and fee payable for using the service, can be viewed on the platform at <https://rio.cloud>.

**2.2** The availability of the platform for the aforementioned service to be provided via it shall be based on Section 3.2 of the Platform T&Cs.

### **3 Fee**

**3.1** The fee payable for the TBDS service is based on the rates listed on the platform at <https://rio.cloud>, and is subject to statutory value-added tax (VAT). The fee is based on the number of vehicles registered for the service by the user. On being registered by the user, the vehicle is covered by the service. For months in which the TBDS service was contracted for only a portion of the month, the fee shall be charged pro rata temporis.

- 3.2** On receipt of invoice from TBDS, the user shall pay the fee to TBDS's payment service provider as specified in Section 4.2 of the Platform T&Cs. This payment shall fulfil the user's obligation to TBDS.
- 3.3** If the user is in default despite previous appropriate written warnings from TBDS, TBDS may, after giving further advance notice of at least one (1) week, suspend its provision of the TBDS service under these Service T&Cs until payment is received.

## **4 Changes**

- 4.1** Amendments to the Service T&Cs shall require the agreement of both parties, unless otherwise stipulated in Section 4.
- 4.2** As part of its provision of the TBDS service, TBDS may make appropriate technical modifications, particularly to the extent that these are necessary to improve functionality or comply with legal requirements.
- 4.3** The user shall be notified in writing of reasonable changes to the services and appropriate price increases as part of the provision of the TBDS service, and shall be given the chance to object to any change within six (6) weeks. If no objection is made (in writing or by e-mail) to a reasonable change to a service/price increase within this six (6) week period, the change to the service/price increase shall be deemed to have been accepted, provided the user was made aware of this legal consequence when he/she was notified of the change. If the user objects to a change to the service or increase in fees, TBDS shall be entitled to immediately terminate the service provision to the user under the terms of the Service T&Cs. Furthermore, the user shall be entitled to effect ordinary termination of the Service T&Cs at any time.

## **5 Warranty and liability**

### **5.1 Warranty**

- 5.1.1** The user shall inform TBDS immediately of any defect in the TBDS service. TBDS shall rectify any defects in the TBDS service within a reasonable period of time. Should TBDS fail to rectify a fault within a reasonable period of time on two (2) occasions, the user shall be entitled to effect the extraordinary termination of these Service T&Cs

Other claims by the user shall be governed in accordance with Section 5.2.

- 5.1.2** Claims for defects shall be excluded, provided the cause lies with the user or one of their vicarious agents

## **5.2** Liability

TBDS shall be liable for loss or damage that is attributable to intentional acts and/or gross negligence on the part of TBDS or its vicarious agents. TBDS shall only be liable for loss or damage resulting from ordinary negligence on the part of TBDS or its vicarious agents if a cardinal obligation has been breached. Cardinal obligations are essential contractual obligations that ensure due implementation of the contract in the first place and the observance of which the user has relied upon and was entitled to do so.

In the event of a breach of these cardinal obligations caused by ordinary negligence, TBDS's liability shall be limited to typically foreseeable loss or damage, though limited to a maximum of 100% of the annual fee.

Otherwise, TBDS's liability for ordinary negligence shall be excluded.

## **5.3** Other exclusions

**5.3.1** TBDS shall not be liable for the proper condition of a vehicle belonging to the user for which the TBDS service is being provided. The TBDS service is merely intended to provide support to the user; responsibility for complying with legislation and for the use and condition of the vehicle shall remain with the owner or driver.

**5.3.2** The provision of RIO Boxes and/or RIO transmitter units and/or Bluetooth beacon devices shall not form an integral part of these Service T&Cs. No warranty shall be provided and no liability accepted under the terms of these Service T&Cs in this regard.

**5.3.3** Likewise, no warranty shall be provided and/or no liability assumed under the terms of these Service T&Cs for defective TBDS services (particularly for missing or incorrect data) and/or for damages resulting from malfunctions and/or breakdowns of a vehicle, RIO Boxes and/or RIO transmitter units and/or from incorrect data input by the user.

## **6** Term and termination

### **6.1** Term

These Service T&Cs are concluded for an indefinite period.

### **6.2** Termination

**6.2.1** The user shall be entitled to effect ordinary termination of these Service T&Cs at any time without giving advance notice to TBDS. The user may also terminate these Service T&Cs by simply

deactivating the service on the platform. After any such deactivation, reactivating the service shall take a minimum of four (4) working days.

- 6.2.2** TBDS shall be entitled to effect ordinary termination of the Service T&Cs, subject to a notice period of three (3) months to the end of any month.
- 6.2.3** The right to termination for good cause remains unaffected for both parties.
- 6.2.4** Termination of these Service T&Cs, for whatever reason, shall not affect the Platform T&Cs or any other T&Cs agreed in relation to other services. However, if the Platform T&Cs are terminated, for whatever reason, these Service T&Cs shall also come to an end at the same time.
- 6.2.5** The provision of the TBDS service under these Service T&Cs is dependent on the conclusion and continued applicability of the following other Service T&Cs (with TBDS or third-party providers): None. If the said other Service T&Cs are terminated for whatever reason, these Service T&Cs shall also come to an end at the same time.
- 6.2.6** The provision of the following other TBDS services and/or third-party services are dependent on the conclusion and continued applicability of these Service T&Cs: None. If these Service T&Cs are terminated for whatever reason, the other TBDS services and/or third-party services and any other related Service T&Cs concluded shall come to an end at the same time.

## **7 Miscellaneous**

- 7.1** The “Other provisions” set out in Section 11 of the Platform T&Cs shall apply.
- 7.2** The user shall not be entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to third parties without the prior written consent of TBDS.

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