



Essentials Service T&Cs

(the “Service T&Cs”)

1 Object

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:

Designation	Brief description
Essentials	Essentials is the basic package that is offered to users free of charge when they register on the RIO platform. It combines important basic elements from various services to get users started and is the basis for additional services and functions. Further services can be booked in the marketplace for a fee.

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.

2.3 **Important note: with regard to the requirements under data privacy law, we refer the reader expressly to Section 8 of the 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 data subjects (driver and other persons if necessary). This includes the user’s duty to fully inform the data subjects and encompasses the establishment of a legal basis under data privacy law.**





3 Fee

- 3.1** The fee payable for the TBDS service shall be based on the rates listed on the platform at <https://rio.cloud>, and is subject to statutory value-added tax (VAT). The fee shall be based on the number of vehicles registered for the service by the user. On being registered by the user, the vehicle shall be covered by the service, and the service provision shall be charged on a daily basis. 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** Changes 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 modification to a service/increase in fees within this six (6) week period, the modification to the service/increase in fees shall be deemed to have been accepted, provided the user was made aware of this legal consequence when he/she was notified of the modification. 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 its 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.

If a TBDS service is provided free of charge, the following conditions apply: In the event of a breach of these cardinal obligations caused by ordinary negligence, given the fact that the TBDS service is provided free of charge, TBDS shall also only be responsible for exercising a degree of care that TBDS itself applies to its own affairs.

5.3 Other exclusions

5.3.1 TBDS shall not be liable for the proper condition of vehicles 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 vehicles shall remain with the owner or driver as appropriate.

5.3.2 The provision of RIO boxes and/or RIO transmitter units and/or OCU3 transmitter units (for TGE vehicles from model year 2021) 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 damage resulting from malfunctions and/or breakdowns of vehicles, of RIO boxes and/or RIO transmitter units and/or OCU3 transmitter units (for TGE vehicles from model year 2021), and/or from incorrect input of data by the user.

6 Term and termination

6.1 Term

These Service T&Cs shall be 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 the 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 present 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 is dependent on the conclusion and continued applicability of these Service T&Cs: All. 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 In the event that the TBDS services become unavailable as a result of force majeure, TBDS shall be released from its obligation to ensure the availability of the TBDS services for the duration and within the scope of the impact of the case of force majeure, provided TBDS has taken appropriate steps to prevent the consequences of this. Force majeure shall be understood to be any event over which TBDS has no influence and that fully or partially prevents TBDS from fulfilling its obligations; this includes fire damage, floods, strikes and lawful lockouts, as well as disruptions to operations for which it is not at fault or official decrees. This also includes failure of the RIO platform due to force majeure.

TBDS shall immediately inform the user of the occurrence and rectification of a case of force majeure and shall make every effort to rectify the case of force majeure and to limit its impact as far as is possible.

7.2 Should individual provisions of these Service T&Cs be or become invalid, either in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall agree to replace the invalid provision with an appropriate provision that most closely approximates to the sense and purpose thereof. Any loopholes in these Service T&Cs shall be closed accordingly.

7.3 TBDS is entitled to transfer rights and/or obligations under these Service T&Cs, either in whole or in part, to companies which are affiliated with TBDS within the meaning of Sections 15 ff. of the German Stock Corporation Act. The user is entitled to terminate these Service T&Cs in the event of a full transfer of all rights and obligations.

7.4 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.

7.5 Any modifications and supplements to these Service T&Cs must be made in writing. The same shall apply with regard to any agreement to cancel this requirement for written form.

7.6 These Service T&Cs are available in the respective national languages of the countries; in the event of discrepancies, the original German version shall prevail.

7.7 These Service T&Cs shall be subject to the law of the Federal Republic of Germany (with the exclusion of the conflict of laws). The exclusive place of jurisdiction for any disputes arising from or in connection with these Service T&Cs shall be Munich.

* * *

