

Service T&Cs for the Pocket Fleet service (app) *(the “Service T&Cs”)*

1. Subject

- 1.1.** These Service T&Cs regulate the legal relationship between the user of the Pocket Fleet app and TB Digital Services GmbH, Oskar-Schlemmer-Str. 19-21, D-80807 Munich, Germany (“**TBDS**”).
- 1.2.** Pocket Fleet is an application that is available to the user free of charge, and which provides the user of the Pocket Fleet app with selected information and functions from a variety of RIO and MAN services in mobile-optimised form (for smartphones). The range of data and functions depends on the services procured by the user, some of which are subject to a fee. The functions are made available via the following services: Essentials, Geo, Timed and One Minute Locator. The user of this mobile application is the same individual as the user of the web application.
- 1.3.** Telecommunications costs incurred when using Pocket Fleet must be paid by the respective contractual party to the mobile device's telecommunications contract.

2. Registration

The use of the Pocket Fleet app requires that the user or client:

- is registered as a customer on the RIO platform;
- has registered vehicles and drivers on the RIO platform;
- has at least booked the Essentials service for the vehicles registered on the platform.

3. Scope of service

- 3.1.** Pocket Fleet enables access to selected information and functions of the Essentials, Geo, Timed and One Minute Locator services optimised for mobile use, provided the conditions specified for use in Section 2 are met. The scope of service for the aforementioned services is restricted when using the mobile app; for more information, please see the service specification for the Pocket Fleet app.

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>.

- 3.2.** 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.

4. Use and technical requirements

- 4.1.** The use of Pocket Fleet is only permitted within the prescribed range of functions for the purposes of service fulfilment. In particular, the user shall refrain from the following activities:

4.1.1. Manipulating Pocket Fleet in any way which impedes its function.

4.1.2. Using Pocket Fleet to distribute information that violates applicable law and common decency, particularly discriminatory, racist, violent or pornographic content, or content that impinges on third-party personal rights, or information that incites criminal offences.

4.2. In case of violations, TBDS reserves the right to exclude the user from further use of Pocket Fleet and to delete content distributed by the user. The user releases TBDS from all third-party claims arising from breaches of these Service T&Cs for which the user is responsible.

4.3. In order to be able to use Pocket Fleet, an Android smartphone operating with Android version 5.0 or higher and an hdpi or higher screen resolution is required.

5. Rights to content

All content added to Pocket Fleet by the user belongs to the user. The user vouches for the fact that no third-party rights have been violated by the content added by said user.

6. Software

6.1. By using Pocket Fleet, the user agrees to the underlying software being updated from time to time, and that additional functions from TBDS will be able to be downloaded and installed in order to improve and further develop the software.

6.2. The user will not change any of the TBDS source code or derived works thereof, decompile it or try to extract it in any other way.

6.3. The user will find an overview of the licences used for the service in the app under Settings > Licences.

7. Changes

7.1. TBDS will inform the user in good time of any intended changes to these Service T&Cs so that the user can decide whether they wish to continue using Pocket Fleet under the modified conditions and, if so, can declare themselves in agreement with the change. Consent is deemed to have been given when further use is made of Pocket Fleet.

7.2. If the user is not in agreement with the changes to these Service T&Cs, they must refrain from any further use of Pocket Fleet.

8. Liability

TBDS assumes contractual and non-contractual liability in the case of intent or gross negligence according to the legal provisions.

Provided it is permitted by law, TBDS is only liable for breaching a contractual obligation without which the proper execution of the contract would not have been possible, and the adherence to which the user should have been able to rely upon (cardinal obligations), limited to compensating foreseeable, contractually typical and direct damages. Liability for indirect damages is excluded.

If the 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.

9. Termination

The user has the right to cease using Pocket Fleet at any time. TBDS has the right to exclude the user from using Pocket Fleet at any time with immediate effect in the case of breaches of these terms of use. TBDS is entitled to discontinue Pocket Fleet with an advance notice of 3 months.

10. Miscellaneous

10.1. 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.

10.2. 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.

10.3. 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.

- 10.4.** 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.
- 10.5.** 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.
- 10.6.** These Service T&Cs are available in the relevant languages; in the event of discrepancies, the original German version shall prevail.
- 10.7.** These Service T&Cs are subject to the law of the Federal Republic of Germany (excluding the conflict of laws and the UN Sales Convention). The exclusive place of jurisdiction for any disputes arising from or in connection with these T&Cs is Munich, Germany.

11. Advice

An unsecured or incorrectly secured mobile device can be thrown through the vehicle interior in the event of a sudden driving or braking manoeuvre or in the event of an accident, thereby causing injuries. Therefore, please always be sure to secure your mobile device properly and outside the airbag deployment areas or store it safely.

The use of application programs while driving may distract you from traffic events, thus increasing the risk of accidents.

Please read the operator's manual for your mobile device.