

General terms and conditions

Contact head office

- [GTC](#)
- [Terms & Conditions International Debt Collection](#)

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1. General information

(1) The following Terms and Conditions shall apply exclusively to all goods and services arising out of this contractual relationship. Stipulations and conditions of the user shall be non-binding even if TIMOCOM does not explicitly object to these.

(2) TIMOCOM reserves the right to change or supplement these Terms and Conditions at the end of each settlement period. TIMOCOM shall inform the user about the change through an explicit reference on the invoice form or in the Smart Logistics System. The consent to the changed terms and conditions shall be deemed granted by the user if they do not object to these immediately, but by no later than within 1 month of the notification. In the event of unconditional payment of the invoice consent is deemed granted.

(3) Explanations in relation to the contract, additions and amendments to the contract must be made in writing to be effective. The Parties agree that when a third person is authorised to use the Smart Logistics Systems, the other party shall grant this user permission to receive and forward declarations of TIMOCOM.

(4) If people (e.g. users) are mentioned in this contract, the designation employed should be understood to apply to all forms (w/m/d).

2. Object of contract

(1) TIMOCOM shall make a right of use to a user platform (licence) available to the user against a remuneration to be periodically paid. The scope of the licence shall be dependent on the individual agreement. TIMOCOM can provide the user with access to this user platform at its own discretion (hereinafter: Smart Logistics System) either through software to be installed, a combination of user name and password, by web login or an interface with the existing hardware and software environment at the user.

The Smart Logistics System will be operated by means of servers connected to the internet, which can be accessed exclusively via an online connection.

Excepted are times during which the servers used by TIMOCOM are not available owing to technical reasons or other reasons, which cannot be influenced by TIMOCOM or TIMOCOM undertakes necessary service work on the servers to retain the contractual service with which interferences may be unavoidable with the access according to the status of the technology. TIMOCOM shall carry out maintenance work and upgrades that can be planned on workdays in the hours before 7:30 a.m. or after 6:00 p.m. (CET/CEST) and on full days on weekends.

(2) If TIMOCOM provides the user access to the Smart Logistics System by means of a software program, this can be implemented at its own discretion, e.g. a download offer or via the App Store® of Apple®, Google Play™ etc. The downloading and installation of the software are not part of the service provided by TIMOCOM, but instead conducted independently by the user under his own responsibility. If access authorisation is granted via an online registration with user name and password or a web login, TIMOCOM shall reserve the right to apply certain requirements for the composition of a password, to combine personal access with a user e-mail address to be provided by the user or to use local security features, such as existing authentication techniques of the operating system of the user terminal.

(3) The selection, procurement and use of necessary hard- and software and remote data connections are carried out exclusively by the users and at their own risk.

(4) TIMOCOM is entitled to make changes to its products as part of the further development and optimisation of its products insofar as the essential performance features are not limited by this.

(5) TIMOCOM may send the user alerts about bids, received messages or transactions via the Smart Logistics System. It remains reserved for TIMOCOM to limit the number, display time and storage period for such messages.

3. The right of use

(1) The right of use granted with this contract shall only apply to the individually agreed scope, e.g. for a specific number of personal single accesses (accounts), transactions or an agreed data volume in commercial operation of the user per branch, self-employed or dependent activity, to the Smart Logistics System and is not transferable to third parties or other branches. When using access authorisation via username and password or web login, there shall only be one simultaneous usage right at a given time for a single access, both in relation to the terminal and/or browser

(competing licence).

(2) The right of use shall only apply to the input and query of trade-specific data in the normal course of business. The information provided must be true and has to be verified upon TIMOCOM's request. Revised or collected data shall be deleted unless there is a legal obligation to retain them. Usage of this data for the following purposes or contents is not permitted:

- a) Unwanted messages, such as spam, mass enquiries, general advertising and general offers.
- b) Illegal purposes, wrong information, deception or misleading.
- c) Violation of rights, such as personal rights, intellectual property or third parties' private spheres.
- d) Set-up of data collections, especially those that allow a profile of another user to be created.
- e) Entry of program code that influences the functionality of a terminal device or this software.
- f) Contents that, for example, impede, harass or damage TIMOCOM or third parties, such as calls for a boycott, chain letters, stalking, threats, insults, defamation, discrimination, hate statements, harm to business, remarks of a sexual nature, presentation of brutality, violence or nudity.
- g) Contents that violate applicable law or offend against public morals or which the user is not authorised to transmit.

(3) The data made available by the Smart Logistics System may be extracted exclusively through the existing export or print function. Any automation of the use of the Smart Logistics System, be it through an interface, third-party software, bots, scripts or other aids which deviate from the standard of commercially available browsers such as Chrome™, Firefox® or Microsoft Edge®, requires the written consent of TIMOCOM.

All offers from TIMOCOM, which grant unlimited use at a fixed price, are subject to the fair use principle. Through this principle, TIMOCOM intends to preserve a fair and high-quality user experience for all users. TIMOCOM therefore reserves the right to take suitable measures to restrict a user's right to use if the user utilises TIMOCOM's resources through his personal behaviour in the use so that the just distribution of the available server capacities, bandwidth or memory space are affected negatively to not only insignificant extent. Such restrictions can be applied, e.g. by limiting the number of queries or transactions per minute in reference to a licence or by limiting the memory space.

(4) TIMOCOM reserves the right to interrupt the connection of a user to the Smart Logistics System and to delete data if this avoids or ends a violation of law or good customs. The same applies if the existence of the software, an application or the Smart Logistics System from TIMOCOM is endangered by the user from a technical point of view.

(5) If the user does not comply with a contractual obligation, in particular the obligation according to clause 3 (1) or (2), clause 4 (1), clause 5 (2) or (4) or clause 7 (2) or (3), or if the user is in default with the remedy of another

contractual violation after a warning, TIMOCOM shall be released from its obligation to perform ("blocking"), but shall retain the right to the consideration.

(6) In any case of culpable breach of contract of clause 3 (1) or (2), or clause 5 (2), (4) or (5) the user must pay a contractual penalty consisting of the agreed fee for twelve months. Providing evidence of a lesser damage is subject to the user.

(7) The user has to notify TIMOCOM of any company-related amendment relevant to the company or trade register of the company immediately after applying for the amendment. This refers to changes in the legal form or address as well as to the exit or entry of persons authorised to represent who are registered in the company and trade register.

3a. The right of use - company profiles application

(1) The company profiles application allows the user, if agreed, to view existing company data of users of the Smart Logistics System.

(2) The user can also enter his company data in the Smart Logistics System for third parties to view and reference. The users receive access to the extended company data of third parties after creating their own extended company data.

(3) The data is offered for use to the customary extent during the normal course of business. Copying either the entire database or essential parts of it is forbidden under copyright law.

(4) The information is to be kept up-to-date. Should it come to TIMOCOM's knowledge that the information provided by the user is incomplete or incorrect, TIMOCOM can notify the user about this error. If the user fails to complete or correct the information within the next 7 days upon receipt of the notification from TIMOCOM, TIMOCOM is authorised by the user, but not obliged, to correct or complete the information in the user's name and liability according to the official information of the company or trade register.

(5) Should subclauses (3) and (4) be breached, TIMOCOM reserves the right to block the user's data as well as the user's access to the company profiles application.

(6) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3b. The right of use - freight and vehicle space applications

(1) The freight and vehicle space applications allow the user, if agreed, to enter vehicle capacities and freight offers and to search in the offered vehicle capacities and freight, for international road transports via the Smart Logistics System.

(2) The input must be completed, in simple writing without additional blanks or other characters that are solely suitable for emphasis and with the correct details in the designated input fields. TIMOCOM reserves the right to delete all data input that fails to comply with these criteria, and/or with the specifications outlined in clause 3 para. 2 automatically.

(3) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3c. The right of use - routes and costs application

(1) The routes and costs application allow the user, if agreed, to transfer data for map display and route calculation online to the user. All map displays – just like all conventional maps – are subject to continuous change and never fully reflect current reality. TIMOCOM is therefore not responsible for assuring the accuracy of map displays and of other data. The service obligations of TIMOCOM are restricted to the provision, processing and displaying of data on behalf of the user.

(2) The data and information portrayed in the routes & costs application are sourced from third parties. TIMOCOM therefore reserves the right to withdraw from the contract in the event of incorrect or late self-delivery, unless the user is able to prove that TIMOCOM was to blame.

(3) When searing, the routes and costs application can prioritise destinations according to the city names or postcodes entered. That means that search results featuring different place names and multiple designations are possible. TIMOCOM is not responsible for the program automatically and correctly selecting the desired destination. Nor does TIMOCOM provide any assurance for the accuracy or completeness of related data, e.g. postal codes, street name details or other supplementary information. Maps are subject to continuous change in accordance with state-of-the-art technology. No guarantee is provided for details on the maps nor for their freedom from errors or their other properties.

(4) Map material and other related data (satellite images, toll information, traffic restrictions, POIs, etc.) are sourced from licensors. The maps, related

data, and functionalities are copyright-protected and are the exclusive property of TIMOCOM and/or its licensors and partners, and are protected by international contracts and other national legislation in the country in which they are being used. TIMOCOM assures the user a non-transferable, non-exclusive sub-licence to use maps of the kind used in TIMOCOM products, solely for internal (in-house) use by the user. The user is not permitted to copy, dismantle, extract or change these maps, or to produce derivative products from them. The user is not permitted to extract the source code, source files or the overall structure of these maps either partially or in whole, or to attempt to do so, this prohibition being applicable to reconstruction, destruction, decompiling or in other ways. The user must not use these products to operate a service provision company nor for other purposes that include the processing of maps by other persons or entities. The user shall not receive any ownership rights, all of which remain in the possession of the licensors in their entirety. References to copyright, source details or an ownership provision must not be changed, concealed or removed.

(5) If third-party suppliers increase the prices to TIMOCOM that were in force when the contract was concluded, TIMOCOM reserves the right to increase the prices relating to chargeable licences to users accordingly. The price increase enters into force 4 weeks before the first of the month following receipt of the declaration. If the price increase for the use of the routes and costs application exceeds 10% within a calendar year, the user has an extraordinary right of termination that can be exercised within 2 weeks after notification of the price increase.

(6) TIMOCOM reserves the right, which it can exercise at its own discretion, to modify, extend, delete and re-categorise the map displays and data elements at any time, including the capabilities and specifications for map displays and map-related additional functions. TIMOCOM is not obliged to deliver or perform maintenance work, troubleshooting, corrections (patches), updates or improvements (upgrades).

(7) In addition, these end user conditions ([HERE service terms for business](#)) as well as the privacy policy ([HERE privacy policy](#)) apply.

(8) The contents and functions may not be used for integration into an existing system of a vehicle, including for sensor technology or for the automation of a vehicle's own functions.

(9) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3d. The right of use - vehicle tracking application

(1) The vehicle tracking application grants the user access, if agreed, to the telematics functionality with which the user can transfer available radio or satellite-supported data of his own vehicles, such as position data of the Global Positioning System (GPS), from available tracking devices or sensor data of other vehicle systems to the Smart Logistics System (hereinafter: Upload) have them displayed to himself unlimitedly and to other users of the Smart Logistics System (hereinafter: Viewer) by way of temporary release. Similarly, the vehicle tracking application allows the viewer to display such data from telematics systems in other users' vehicles, once the view has been approved. A necessary component for the display of this data is a provider contract with a telematics provider for the upload, as well as a licence for the routes and costs application or a comparable suitable display tool for map displays, which is supported by the tracking interface of TIMOCOM.

(2) In cases where a user has agreed for a viewer to display these data on the telematics system in his vehicle, the user undertakes to assure the provision of this data throughout the agreed period of time continuously and in accordance with state-of-the-art technology. The user is directly responsible for the correct and timely transmission of data to TIMOCOM.

(3) The use and processing of data from telematics systems in third-party vehicles that are not rented or leased on a continuous basis by the user is prohibited, unless approval has been granted between 2 users of the Smart Logistics System within the context of the approval procedure described in the preceding paragraph 1. An upload of telematics data from subcontractors who work for the user on a permanent or semi-regular basis is subject to the consent of TIMOCOM. In the event of a violation of this paragraph, TIMOCOM is authorised to block the provision of data to any affected telematics system.

(4) In particular, telematics data may be used only to coordinate the operations of detected vehicles and/or telematics systems in accordance with the purposes defined for this kind of service. It is not permissible to designate the enabled telematics systems in the context of this service provision with the actual names of real people (e.g. the name of the driver).

(5) The user shall inform all persons equipped with a telematics system prior to commencing use of the data about the consent granted for data processing by TIMOCOM, the type of data processed, the purpose and duration of the processing, the companies involved in the data processing as well as the possibility to terminate the data transfer. Insofar as the laws applicable to the user require the consent of persons equipped with a telematics system, the user shall ensure that all necessary consents or any alternatives permitted under the applicable law (e.g. works agreements) are available in writing. The user is obliged to store all

requisite supporting evidence for a period of two years after the end of the contract term and hand over the original documents to TIMOCOM on demand.

(6) In the event of the user infringing terms of that applicable data protection legislation, in particular against the preceding paragraphs 4 or 5, TIMOCOM is entitled to terminate the contract with the user with immediate effect. The user shall indemnify and hold TIMOCOM harmless from all claims arising out of or in conjunction with any failure to observe the requirements of data protection legislation in particular in respect of the preceding paragraphs 4 or 5 from the actions of the user.

(7) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3e. The right of use - tenders application

(1) The tendering application allows the user, if agreed, to put out to tender fixed contracts in the transport and logistics sector to a target group to be selected by him (hereinafter: Tenderer), or to submit bids for a tender (hereinafter: Bidder). The tendering application allows the user to describe bids, to collect, process and transmit bids in preparation for the conclusion of a contract on his own responsibility.

(2) The right of use for the tendering party shall commence upon receipt of payment on the first invoice from TIMOCOM or by TIMOCOM granting access to the tendering application.

(3) A tender invitation is not a binding offer, but a request to submit bids and it does not establish an obligation to conclude a contract. The Party inviting tenders takes notice that a price quote respectively refers exclusively to the service subject of its tender invitation. An effective contract can only be established upon identical declarations of intend by the cargo service provider and the bidder.

(4) The bidders are bound to their submitted offer for 1 month after the term of the invitation to tender.

(5) TIMOCOM reserves the right to examine bids to tender for a maximum of 2 full working days from the date of entry, as well as bids from bidders for the legal validity, completeness and conclusiveness. An offer shall be seen as unlawful if it violates the law or any official bans, property rights of third parties or good morals. An offer shall be deemed incomplete if essential contractual parts or necessary information, concerning necessary permits or licences for the execution for example, are missing. An offer shall be

deemed inconclusive if it has a prevailing advertising nature or it only concerns a single transport.

(6) If TIMOCOM determines, even if only subsequently, that paragraph 5 has not been complied with by the tendering company or bidder, TIMOCOM shall be entitled to delete, stop or not even publish the offer from the tendering application, but shall retain the right to the consideration.

(7) TIMOCOM reserves the right to publish only bids of a tendering company in the tenders application which has at least an average credit rating of a renowned credit information agency and for which no circumstances are known which specifically endanger the financial processing of the bids. An average credit rating corresponds with an index of more than 300 from Creditreform in Germany, a "B" from Euler Hermes Kreditversicherungs-AG or an "R" from Coface AG in Europe. If the credit rating of the company issuing the invitation to tender falls below this value or its equivalent during the term of the offer or if TIMOCOM becomes aware of circumstances that concretely endanger the subsequent payment of the tendered offers TIMOCOM can either end the offer as soon as they know of the deteriorated rating or suspend it until the limited credit rating has been cleared.

(8) TIMOCOM is entitled to transmit offers for a bid invitation or to evaluate a bid invitation step-by-step against the compensation of the claim existing for this bid invitation of TIMOCOM.

(9) TIMOCOM provides a special area for technical questions concerning a concrete bid invitation by potential bidders. TIMOCOM reserves the right to extend the deadline for tender by the period of time by which the period for answering is extended over the period of 1 working day. TIMOCOM also reserves the right to erase entries that contradict clause 3 paragraph 2 of these Terms and Conditions.

(10) The user is solely responsible for all information and bids provided by a user within the scope of an invitation to tender which TIMOCOM publishes or forwards via the tenders application. TIMOCOM does not provide any guarantee for this information or for the fulfilment of the contracts or confidentiality agreements that come about as a result of this, and does not itself become a contracting party. TIMOCOM does not guarantee the information and performance capability of the bidders, in particular if they have been invited at the request of the tenderer.

(11) TIMOCOM reserves the right to delete offers or not to forward offers from bidders, in case facts become known that could concretely endanger the efficiency of the bidder or legally or officially forbid carrying out the tendered service itself. TIMOCOM may also delete or disregard in the forwarding such offers of bidders who do not act in their own name and of their own account.

(12) The chargeable contractual relationship commences with the signing of

the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. Alternatively the contractual relationship can be founded upon an individual agreement and then ends automatically on conclusion of the bid period without requiring any formal kind of termination. The right of use of the bidder, who was invited to a bid invitation by the tendering company, shall end with the deadline for bid invitation with this requiring a separate termination otherwise with the right of use from the existing licence agreement.

3f. The right of use - warehouse application

(1) The warehouse application allows the user, if agreed, to offer warehouse capacities and to view offered warehouse capacities. Bids can be published via the Smart Logistics System, via the publicly accessible TIMOCOM website as well as via other TIMOCOM platforms.

(2) Outdated data are to be deleted immediately. The input must be completed, in simple writing without additional blanks or other characters that are solely suitable for emphasis and with the correct details in the designated input fields. TIMOCOM reserves the right to delete all data input that fails to comply with these criteria, and/or with the specifications outlined in clause 3 para. 2 automatically.

(3) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3g. The right of use of the messenger

(1) The messenger allows the user, if agreed, to send messages within the Smart Logistics System to another user registered for the function.

(2) The messenger is not a substitute for general public communication media and is particularly not suitable for sending emergency calls or similar alarms to the competent institutions or authorities.

(3) A requirement for use is to set up and maintain a user profile. Having set up the messenger, the user can be indicated on the Smart Logistics System as ready to receive messages. The respective registered user is solely responsible for the content of the messages sent. Messages sent from users do not represent TIMOCOM's opinions, nor does TIMOCOM agree to these or make them its own.

(4) TIMOCOM does not guarantee that a message reaches its destination. Likewise, it is not guaranteed that the person stated as the sender or recipient of a message actually corresponds with the person sending or receiving it.

(5) TIMOCOM reserves the right, but is not obliged to check a user's messages in compliance with telecommunications secrecy and in case of an infringement of clause 3 (2) of these provisions to block such messages or to deny the user's data or the user's access to the messenger.

(6) By using the messenger, the user agrees that a message sent via the messenger may be stored on a server by TIMOCOM in compliance with telecommunications secrecy for a period of at least 3 months for transmission to the user selected and this enables them to view the message. TIMOCOM shall keep the message on the server for the user until the message is deleted on the request of all the users participating in a communication or the period of at least 3 months since the creation and transmission of the message has expired, unless otherwise legally, judicially or officially required, permitted or enforceably ordered. On expiry of the minimum storage period, the user must expect the message to be deleted without further announcement.

(7) Compliance with any obligation to retain records concerning messages is the sole responsibility of the user. A print function is available to the user for this purpose to enable separate retention.

(8) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3h. The right of use - interfaces

(1) TIMOCOM can enable the user to connect existing third-party systems at the user's site with the Smart Logistics System via interfaces.

(1.1) The freight exchange interface allows the user, if agreed, to exchange data between the user's existing transport management system software and the Smart Logistics System.

(1.2) The tracking interface allows the user, if agreed, to exchange data between a software available at the user's site and the Smart Logistics System. The data protection provisions of the tracking application apply accordingly to telematics data.

(1.3) The transport orders interface allows the user, if agreed, to exchange

data between a third-party system used by the user and the Smart Logistics System.

(1.4) The shipment tracking interface allows the user, if agreed, to exchange data between the user's existing transport management system software and the Smart Logistics System.

(2) A graphic user interface is not included. To display the contents of the Smart Logistics System, it may be necessary to agree further licences. The user shall ensure that all persons using the usage options of the interface are licensed with personal access within TIMOCOM's Smart Logistics System. Without an agreed personal access, persons are not authorised to use the interface and the Smart Logistics System, nor to be named as a contact for a specific transaction.

(3) The connection of the user's existing third party system to the interface and thus to the Smart Logistics System is the responsibility of the user. TIMOCOM can support the user for this purpose by providing a technical product description of the interface. The technical product description is not a part of this contract. It is not guaranteed that the technical product description is useful without previous technical know-how about interfaces.

(4) TIMOCOM intends to continuously develop its interfaces, which may also affect the backward compatibility of the interfaces. If the system is further developed, TIMOCOM will take the usual state of the art into account. Upon release TIMOCOM will inform the user of a new interface version accordingly. Upon request TIMOCOM will send the current technical description of the interface.

Upon written notification by TIMOCOM the user shall migrate to the latest version of the interface at the latest 6 months after sending this notification.

(5) The connection of the user's existing third party system to the interfaces and thus to TIMOCOM's system is the sole responsibility of the user. He is responsible for creating the technical prerequisites for connecting his own third-party system to the modified interfaces. Both partners agree to implement the interface in a manner that is as robust and low-maintenance as possible. Adjustments and changes to the interface are made as compatible as possible by TIMOCOM in order to minimise the adjustments the user has to make.

(6) TIMOCOM shall notify the user of the change in text form 6 months before deactivation of the previous interface.

If the user does not make necessary adjustments, it cannot be excluded that the function cannot be used any further. In this case TIMOCOM shall be released from the obligation to perform but shall retain the right to the consideration agreed upon. Deviations from the above mentioned reaction time may occur if legal requirements require implementation at an earlier point in time, if security adjustments are necessary to protect the user's or TIMOCOM's System or if error corrections are necessary to (re-)establish

the warranted scope of services.

(7) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3i. The right of use for the "document management service"

(1) The Smart Logistics System grants the user, if agreed, access to the "Document Management Service" (hereinafter: DMS) with which he transfers his own documents via the Smart Logistics System (hereinafter: Upload) and make them available for other users to view. TIMOCOM reserves the right to restrict the service with regard to the format, volume and number of documents.

(2) The documents uploaded by the user will be stored in the EU in encrypted format. Data retrieval occurs via a download by the authorised user, whereby the rights to this retrieval remain with the user who uploaded the data.

(3) The DMS is not a substitute for an electronic data archive. In particular, TIMOCOM does not store the documents in an auditable manner for an unlimited period. The user shall bear sole responsibility for compliance with any retention obligations concerning messages. On expiry of the right of use, the user must expect the documents that he/she has uploaded to be deleted without further announcement.

(4) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3j. The right of use - transport orders application

(1) The transport orders application allows the user, if agreed, to upload, process, send and display declarations and documents to document and support the conclusion of a transport contract with another contracting party. For this purpose, the user can create templates in the Smart Logistics System, edit forms, and comment on and save declarations. TIMOCOM can provide the user with transactions to date in the form of summaries.

(2) Other contracting parties may be users of the Smart Logistics System as well as external contacts to be created by the cargo provider itself. Such an external contact will not obtain its own right to use the Smart Logistics System through the transmission of documents or declarations.

(3) For technical reasons, certain data may be preset in forms. The default setting does not represent a recommendation by TIMOCOM. The user will adjust these data to his needs in his own responsibility. Headings and descriptions within a form can be influenced by the individual language settings of the user in the Smart Logistics System, which is why declarations can differ between sender and receiver. Headings and descriptions within forms, as well as their translations, are simply there to make life easier for the user, and are non-binding wording suggestions from TIMOCOM. The users must agree on their own as to the interpretation of these terms in headings and descriptions within forms. The presetting for the document labelled as "binding" is the language setting of the person creating the form.

(4) The user is aware that by submitting matching declarations regarding the essential elements of a transport within the transport orders application, an effective contract between the parties with the confirmed rights and obligations is concluded.

(5) TIMOCOM can help users comply with retention requirements. TIMOCOM can collect, save, and process the data required for the transaction for a duration of up to 10 business years. Responsibility for compliance with any retention requirements remains solely with the user. TIMOCOM provides an export function for this data in order to allow the user to retain it separately. TIMOCOM retains the right to limit the memory capacity used to save transactions in accordance with clause 3.3 of these terms and conditions. Any memory capacity required above and beyond this amount must be agreed to separately. In the event that a user requests access and/or surrender of this saved data after the license agreement has come to an end, TIMOCOM has the right to only grant said access, or surrender the data, after an appropriate reimbursement of expenses has been made, and after any open requirements from this licensing agreement are completed.

(6) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3k. The right of use - quote requests application

(1) The quote requests application gives the user the opportunity, if agreed, to offer individual freight orders to a target group to be selected by him

(hereinafter: Freight provider) or to submit a price for a bid (hereinafter: Bidder). The quote requests application allows the user to describe and process individual orders for freight, and to submit bids and price quotations for them.

(2) The target group may include users of the Smart Logistics System as well as external contacts created by the cargo provider itself.

(3) TIMOCOM reserves the right to limit the number of selectable bidders for the tender of an individual freight order. It is also reserved for TIMOCOM to limit the period between the tender and the planned delivery date.

(4) A freight offer is not a binding offer, but a request to submit offers and does not establish an obligation for the conclusion of a contract. The cargo service provider takes notice that a price quotation refers respectively exclusively to the service subject of its tender invitation. An effective contract can only be established upon identical declarations of intent by the cargo service provider and the bidder.

(5) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party. The right to use of the bidder, who was invited to a bid invitation by the cargo service provider, shall end on the award of contract to one of the bidders, without requiring a separate termination otherwise with the right of use from the existing licence agreement.

3. The right of use - digital transport initiation

(1) The digital transport initiation allows the user, if agreed, to send a price proposal and comments on it to a provider of a freight offer within the Smart Logistics System.

(2) The price proposal is based on the information provided in the offer and represents a basis for negotiation for the conclusion of a specific forwarding contract. The proposal shall be subject to a commitment period to be selected, after the expiry of which it shall be left to the parties to decide whether to continue the negotiations if an agreement has not already been reached. Within the time limit, the user is bound to their price proposal. For the provider of a freight offer, the receipt of a price proposal is non-binding.

(3) For technical reasons, certain data may be preset in forms. The default setting does not represent a recommendation by TIMOCOM. The user will adjust these data to his needs in his own responsibility. Headings and descriptions within a form can be influenced by the individual language settings of the user in the Smart Logistics System, which is why

declarations can differ between sender and receiver. Headings and descriptions within forms, as well as their translations, are simply there to make life easier for the user, and are non-binding wording suggestions from TIMOCOM. The users must agree on their own as to the interpretation of these terms in headings and descriptions within forms. The presetting for the document labelled as "binding" is the language setting of the person creating the form.

(4) If the Customer accepts the proposal, a binding contract shall be concluded in accordance with section 3j) (Transport orders).

(5) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3m. The right of use - shipment tracking

(1) The shipment tracking application allows the user, if agreed, to exchange extended information on a shipment with other authorised users in the Smart Logistics System within the scope of a transport order. For this purpose, status information, documents and GPS and, if necessary, other data can be recorded, updated and shared. The user can send involved third parties information on a shipment for viewing.

(2) To use the application and display the contents of the Smart Logistics System, it may be necessary to agree further licences.

3) TIMOCOM can display to the user information on a shipment at its own discretion within or outside the Smart Logistics System. Any information on the shipment provided automatically by TIMOCOM, its subcontractors or third party providers on the basis of the user's details is non-binding.

(4) Shipment tracking is not a substitute for an electronic data archive. In particular, TIMOCOM does not store the information in an auditable manner for an unlimited period. The user shall bear sole responsibility for compliance with any retention obligations. On expiry of the right of use, the user must expect the information uploaded to be deleted without further announcement.

(5) The chargeable contractual relationship commences with the signing of the licence agreement by both Parties or with the confirmation by TIMOCOM in text form and may be terminated properly, stating the grounds, by either Party by serving 14 days notice to this effect to the end of a calendar month. The term of the contract is 1 month and is extended by 1 month if the contract is not terminated with orderly notice by either Party

3n. The right of use - ratings feature

(1) The ratings feature enables the user within the Smart Logistics System to submit a rating of the contractual performance of another user after completion of a transaction.

(2) The rating may be made by both users of a transaction vis-à-vis the other user, provided that the transaction is completed and not cancelled. The submission of a rating is required from the delivery date agreed in the transport order and up to 44 days after the expiry of a payment term specified in the transport order, but no later than the expiry of the 104th day after the delivery date. After expiry of the time limit, the respective rating is transferred to the user's rating profile.

(3) Contents of the rating are exclusively opinions of the users who have submitted the respective rating and in no way reflect the opinion of TIMOCOM, nor does TIMOCOM adopt these opinions. In particular, the rules of section 3 paragraph 2 of these GTC for lawful and fair dealings with each other shall apply.

(4) TIMOCOM can provide a suitable form for the rating at its own discretion, e.g. as a number of stars to be awarded for the quality of the service component to be rated, whereby a rating of 1 star stands for an insufficient performance and 5 stars for a very good performance. TIMOCOM can, at its own discretion, determine suitable categories of performance components for ratings, e.g. compliance with agreements, communication, accessibility, or also specific characteristics for contractors or customers of a transaction such as punctuality, handling of the goods, provision of documents or payment morale.

(5) As soon as at least 5 transactions have been carried out and rated, TIMOCOM can display an average value of the submitted rates of a user in the Smart Logistics System to his company. The display can consist of several parts, e.g. an average of the rated performance categories, number of different evaluators or differentiated by customer or contractor rating. If at least one service component of a transaction is rated, it can be displayed in a user's profile.

(6) Each user may once request the revision of a rating by the other user. The recipient of such a request for revision may revise their submitted rating within 7 days. After that time, it can no longer be revised. A justification shall be provided for the revision request. A rating cannot be downgraded in the context of the request for revision.

(7) Ratings are generally not changed or deleted by TIMOCOM unless one of the following exceptions applies:

- a user has not responded to a request to revise a rating and there is an enforceable court order against the user to change the rating.

- both users concerned agree that the rating in question should be deleted from a joint transaction.
- a material change has taken place at the user, such as a change in management or ownership, or
- official restructuring, insolvency or liquidation proceedings, or a procedure similar to these proceedings, have been initiated. A rating may be temporarily blocked from a user's profile provided that the user demonstrates by appropriate evidence, e.g. court certification of a file number, that legal proceedings have been instituted between the parties.

(8) Should a user repeatedly violate the regulations of this section, TIMOCOM can permanently restrict their authorisation to rate other users.

4. The fee for use

(1) The fee for use is due in advance at the beginning of the period of use and should be received by TIMOCOM by no later than by the third working day of the respective time period. Invoices for additional services provided by TIMOCOM are due immediately. All payment costs shall be borne by the user with the exception of the legal regime for SEPA payments. Unless otherwise expressly agreed, TIMOCOM is entitled to create and to transmit invoices electronically. If the user does not provide a suitable e-mail address for this purpose or if the user wishes to receive a paper invoice with supporting documents, the additional expenditure actually incurred shall be charged.

(2) A right of the user to offset or retain his payments owing to counter-claims is excluded unless for undisputed counter claims or counter claims that have been declared final and binding.

(3) In the event that a user who has been granted a discount by TIMOCOM for a particular billing period due to an advanced licence fee payment, terminates the contract or part of the contract before the end of this billing period, the discount applied will be retrospectively cancelled. The same applies if the termination is carried out by TIMOCOM due to important reasons.

(4) TIMOCOM is entitled to increase the price of the agreed licence annually to a reasonable extent, provided that no price guarantee was explicitly agreed for the respective period. TIMOCOM will announce the price increase in writing giving 4 weeks notice. If the price increase exceeds 5% compared with the same period during the previous year, the customer has the right to terminate the contract within 14 days from the day the new price applies. Non-application of a discount or expiry of a special time-restricted agreement is not a price increase as defined in this clause. If TIMOCOM does not exercise the right to increase prices once or several times this does not mean that it waives the right as such. Advance payment does not

grant any price guarantee for the period paid for in advance.

5. Neutrality, property rights, confidentiality

(1) The licence grants the user access to the Smart Logistics System in addition to other users without entitlement to preference over other users. TIMOCOM is a neutral party in regards to the relationship between shippers, logistics service providers, freight forwarders and transport companies

(2) This licence agreement does not authorise the granting of sub-licences or the passing on to third parties of the data or usage possibilities obtained through the Smart Logistics System, in particular not for the use of the software used in the Smart Logistics System (hereinafter: Software) for own IT property rights. The software and its source code are copyright protected and the exclusive property of TIMOCOM and its licensors. They are furthermore protected by international agreements and other national legislation in the country in which they are used.

(3) TIMOCOM may use open source software in its products which may be subject to its own licence conditions. TIMOCOM shall provide an overview upon request.

(4) The user is not entitled to regular advice concerning software technology, to subsequent delivery of updates or further data carriers and in particular to the right of the source code; to reverse engineer, disassemble or alter the software. The user is prohibited from using the software for further developments of software technology, changed versions or for preparing copies for the benefit of third parties, also of other users. Each use beyond this, albeit through copies, through parallel or alternating use on various workplaces or for the benefit of various trade enterprises and/or branches requires the written agreement of additional licences against payment of a fee. Use of a single access from the registered residence of the authorised user is included in the web login licence.

(5) The user transfers data to TIMOCOM's System within the scope of the cooperation. This includes address and contract data and GPS coordinates. Based on this information it could be possible for TIMOCOM to draw conclusions about specific business and customer relations of the user, e.g. to identify certain customers. Such information is considered a trade secret and is treated confidentially, even if it is not marked as confidential. In compliance with legal requirements, data can be used anonymously for statistical purposes. TIMOCOM will not use the data collected via the Smart Logistics System to develop a competing activity as a logistics service provider, freight forwarder or transport company.

6. Warranty and liability

(1) TIMOCOM exclusively guarantees that the Smart Logistics System is suitable for the use to the agreed extent. Details in product descriptions, brochures and of user information made available by TIMOCOM represent non-binding recommendations. A further liability by TIMOCOM is excluded. TIMOCOM in particular does not assume any warranty for the actuality, accuracy and completeness of the data entered by the other users nor for the compatibility of the Smart Logistics System with IT environment at the user or with used remote data connections. The user has taken note of the fact that complex online offers such as the Smart Logistics System can never be free of all errors according to the state of the art. TIMOCOM therefore does not guarantee complete freedom from such errors.

(2) The establishment of hyperlinks and the information on third-party websites accessible via hyperlinks from the TIMOCOM homepage and platforms are not part of the contractual services. Neither do they serve to describe the contractual service obligations in more detail. The hyperlinks or the pages that are accessible through these hyperlinks are not constantly controlled so that TIMOCOM does not assume any liability for their contents or accuracy.

(3) TIMOCOM shall not be liable for damages that various users inflict upon each other, albeit through the loss or transmission faults of data or in any other manner. TIMOCOM shall not be liable for harmful software or programme codes (viruses, trojans, worms, etc.) that are played onto the Smart Logistics System by users or are transmitted in their offer attachments or descriptions and spread from these. The user shall be directly liable for the fact that he does not transmit such harmful software.

(4) TIMOCOM is neither a contractual partner nor mediator for a contract concluded with the help of the Smart Logistics System or messenger of a declaration that is relevant in this respect. Therefore TIMOCOM does not in any way guarantee the proper processing of the agreed contracts between the users or the achievement of an economic success. The user shall examine with his own obligation to show care the accuracy of the data and information transmitted to him by third parties. Messages from users that are sent or displayed via the Smart Logistics System do not represent TIMOCOM's declarations or opinions, nor does TIMOCOM agree to these or make them its own. TIMOCOM does not warrant that a message or notice sent via the Smart Logistics System reaches its destination or is received and read by the addressed user. Likewise, it is not guaranteed that the person stated as the sender or recipient of a message or notice actually corresponds with the person sending or receiving it.

(5) The user indemnifies TIMOCOM from all liabilities, which are incurred due to the fact that the user does not use the Smart Logistics System as intended according to this contract. TIMOCOM shall accordingly conclude the same agreements with other users and assigns if applicable (after the primary satisfaction of own claims for damages of TIMOCOM) possible

existing claims for damages against other users to the user in order to cover damages.

(6) The risk of non transmission or false transmission of data shall pass to the user as soon as the data has left the sphere of influence of TIMOCOM.

(7) The limitations or exclusions of liability in this contract for damages to the user shall not apply in cases of

- a) intentional or grossly negligent causation by TIMOCOM or its vicarious agents,
- b) the culpable violation of an essential contractual obligation by TIMOCOM or its vicarious agents which is to be granted according to the meaning and purpose of the specific contract or the fulfilment of which is essential for the proper implementation of the contract and the observance of which may be relied upon regularly,
- c) the no-fault legal liability of TIMOCOM, such as the Product Liability Act, granting of a guarantee, or
- d) the legal liability for injury to life, limb or health of a person by TIMOCOM or its vicarious agents.

(8) If the user is an entrepreneur, TIMOCOM's liability is limited as follows to the typical contractual damage foreseeable upon conclusion of the contract:

- a) in the cases referred to in paragraph 7 a) above, gross negligence of simple vicarious agents,
- b) in the cases referred to in paragraph 7 b) above in the event of simple negligence.

TIMOCOM shall only be liable for the loss of data, programs and their recovery through the use of the Smart Logistics System in the cases of the paragraph 7 lit. a) and b) above to the extent that this loss could not have been avoided by the user through appropriate precautionary measures such as regular data backup.

(9) Component of the Smart Logistics System designated as 'BETA' or 'BETA version', 'prototype' or 'TIMOCOM Labs' ('BETA component') always constitutes incomplete products in respect of their use on an everyday basis which, while it may include all major functions, may be subject to limitations in respect of performance, compatibility and stability because experience tends to indicate that, prior to official publication or 'release', it may not have been possible to simulate all hardware and software environments and/or conditions of usage. For this reason, TIMOCOM also provides BETA components of the Smart Logistics System for non-binding test purposes where the users can report on their experience and where this input forms an essential part of the process. No assurance can be given in respect of productive properties or of freedom from serious defects. The user recognises that TIMOCOM cannot be held liable in this respect, nor for any usage downtime on the system, loss of data, defects and secondary damage resulting from such defects, nor for any loss of earnings. Prior to installation and usage of a BETA component of the Smart Logistics System, the user must carry out a complete backup of his local system, including

data.

(10) The user shall bear sole responsibility for the use of his Smart Logistics System login and shall refrain from all misuse and attempts to gain unauthorised access to information himself or by means of a third party, as well as from interfering with the systems of the Smart Logistics System. In such cases, the user shall bear all incurred costs, including any expense that arises for TIMOCOM as a result of inspecting the facilities and/or any costs attributable to faults and defects for which the user is responsible. The user must inform TIMOCOM without delay about access opportunities for unauthorised third parties, other known or suspected violations of data security, or alleged claims of third parties against his use of the Smart Logistics System or against TIMOCOM by the user and must conduct all other relevant cooperation performances immediately and free of charge for TIMOCOM, in particular if requested to do so by TIMOCOM and the necessary measures do not exceed a reasonable effort to enable an effective legal defence.

7. Complaints

(1) If TIMOCOM receives information about a user according to which the user has culpably violated its obligations under a freight contract, this contract or any other applicable law (hereinafter: Complaint) TIMOCOM shall be entitled but not obliged to forward these complaints with or without naming the complainant to the affected user or, after hearing and examining the complaint, to other users.

(2) The user against whom the complaint is directed (hereinafter: person concerned) shall be obliged to immediately, but at the latest within one week after receipt of the notification of the complaint, comment in writing to TIMOCOM on the content of the complaint and to remedy the complaint, or at least to justify the possibly longer time required for the comment.

(3) If the affected Party does not succeed in his statement in invalidating the allegation made in the complaint of a breach of duty TIMOCOM is entitled – however not obliged – to request the user to remedy the complaint within one further week. The limited request for remedy is not necessary if this is not deemed reasonable for TIMOCOM according to the circumstances.

(4) The rights from the aforementioned para. 2 and 3 in conjunction with the right to blocking or termination shall exist solely in the interest of TIMOCOM. If TIMOCOM does not exercise these rights, a liability towards the other users is excluded.

(5) TIMOCOM is not obliged to examine complaints it receives.

(6) The user designates a qualified contact person who is authorised to make all contractual decisions and to receive and make declarations.

TIMOCOM is entitled but not obliged to reject declarations of other persons from the user's company.

8. Extraordinary termination, duration of the licence, general provisions

(1) The duration of the right of use shall be based on the individually agreed licence. A reciprocal immediate period of notice shall apply during a free test phase.

(2) Each Party is entitled to terminate this contract without observing a period of notice if they have an important reason. An important reason for an extraordinary termination by TIMOCOM shall exist in particular if:

- a) the user becomes insolvent or there is a threat of insolvency,
- b) the opening of the insolvency proceedings over the assets of the user was rejected, return unsatisfied or the user has to submit an affidavit,
- c) the user culpably breaches provisions of these terms and conditions which jeopardise the achievement of the purpose of the contract or which entitle the user to block access in accordance with clause 3 para. 4 or 5,
- d) the user is in default with an amount corresponding to a usage fee for one month for a period of more than 14 calendar days or
- e) the shareholder relationships of the user's company change by 25% or more or the user is legally represented by other persons, in each case in relation to the status of the conclusion of the contract.
- f) the user, his legal representatives or companies affiliated with him enter into competition with TIMOCOM.

(3) The right of use shall apply from activation by TIMOCOM and end at the same time as the contractual relationship.

(4) With the end of the contract the user must delete all software obtained from TIMOCOM and installed at the user without delay, subject to exclusion of all rights of retention and must refrain from all use of the Smart Logistics System. By the same token, the user must thereafter discontinue further data delivery to a possibly agreed interface.

(5) If the user is an entrepreneur, a legal entity under public law or a special fund under public law within the meaning of § 310 paragraph 1 sentence 1 of the German Civil Code (BGB) or has no general place of jurisdiction in Germany, Düsseldorf is agreed as the place of performance and jurisdiction. German law shall apply under the exclusion of the UN convention on the international sale of goods.

(6) If TIMOCOM supplies the user with translations of this contract or of components of the contract, only the German language version shall be binding in the sense of legally enforceable in cases where a translation contains contradictions or deviations to the meaning of the German

language version.

(7) Should individual provisions of these terms and conditions be invalid then this shall have no effect on the validity of the other provisions. The invalid provision shall be replaced by a valid regulation that shall, as far as possible, correspond with the intention of the invalid provision.

9. Data protection

(1) The user agrees that TIMOCOM shall process his technical data for the purpose of his identification and attribution, data security and improvement of data transmission. Depending on the terminal device, this may include anonymous data such as the operating system used, screen resolution, browser, processor ID and speed and physical memory, as well as data which may be personal, such as IP and MAC address, device ID, domain DNS, installation path, user ID, language settings, cookies and telematics data.

When setting up and using the Smart Logistics System by the user, TIMOCOM processes personal data such as the name of the user, title, e-mail address, contact data, assignment to a user company and specified language skills, entries, messages, as well as information which a user makes available to third parties in his profile or when using the application possibilities of the Smart Logistics System. This data is used by TIMOCOM for the following purposes:

- Provision and maintenance of the agreed service
- Performance of the transactions initiated by the user
- Verification of the user's identity
- Ensuring compliance with these conditions of use
- Fulfilment of legal obligations or enforceable official or judicial requirements.

The storage period for this data depends on the duration and purpose of the respective contract, unless there are overriding interests of the processing authority or legal storage obligations.

(2) The user declares that he agrees that TIMOCOM shall process his business data for the purpose of concluding the contract and the contractual processing and shall obtain information from well-known credit agencies about them.

(3) The user agrees that TIMOCOM may process and communicate personal data to subsidiaries or partner companies in order to deliver upon the licence contract or upon user-related service orders. At the present time, these are:

TIMOCOM SAS, 153, Boulevard Haussmann, FR-75008 Paris;
TIMOCOM Logistica SL, Avenida Riera Principal, 8, ES-08328 Alella/Barcelona;
Hock R. Kft, Malom u. 7., HU-8000 Székesfehérvár;

TIMOCOM sp.z.o.o., ul. Powstańców I skich 15, PL-PL-53-332 Wrocław;
DPN CZ Team s.r.o., Klášská 977/77, CZ-400 01 Ústí nad Labem;
Ticonex GmbH, Bessemerstr. 10, DE-40699 Erkrath;
Timocom NG GmbH, Timocom Platz 1, D-40699 Erkrath.

These companies capture and process user data solely on behalf of, and on the basis of instructions issued by, TIMOCOM and are obliged by TIMOCOM to comply with applicable data protection legislation. The communication of personal data to third parties can also occur in cases where legislative requirements and/or enforceable public authority or court orders apply and to prevent or combat criminal acts or infringements of these licence terms and conditions. Data that does not refer to personal identity, e.g. anonymised data or data that is intended for third parties in order to fulfil the purpose of the contract may be processed by TIMOCOM and be transmitted to third parties.

(4) The user has vis-à-vis TIMOCOM at any time the right to receive information free of charge about his saved personal data, as well as a right to correct or delete the data, or limit processing of said data or object to processing of said data, as well as a right to view your data in the event that the relevant data protection requirements have been met. Users may submit questions about their rights, make a declaration of revocation or limit the processing of personal data at any time to:

TIMOCOM GmbH
Data Protection Officer
Timocom Platz 1
40699 Erkrath
E-mail: [datenschutz\(at\)timocom.com](mailto:datenschutz@timocom.com)

Such revocation shall not affect the existence of the contract or the user's payment obligations. The user recognises that, as a consequence of such revocation or limitation, TIMOCOM may no longer be in a position to further facilitate the use of the Smart Logistics System.

At the same time, the user has the right to lodge a complaint with the supervisory authority responsible for TIMOCOM. This is the North-Rhine Westfalia State Data Protection and Freedom-of-Information Officer:
www.lidi.nrw.de/metanavi_Kontakt/

(5) The user is responsible for ensuring that use of the Smart Logistics System complies with applicable data protection legislation. The user undertakes, when processing data by means of the Smart Logistics System to comply with all relevant data protection requirements in accordance with applicable legislation. The user indemnifies TIMOCOM against all claims resulting from or in conjunction with any failure to comply with data protection, contractual or other legal provisions.

6) The user informs all persons affected by the use of the Smart Logistics System before they start using it of the consent granted to TIMOCOM to

process data, the nature of that processed data, the purpose, the duration of that processing consent, the companies involved in data processing and the scope for terminating data transmission. To the extent that legislation applicable to the user obliges him to obtain the consent of all persons affected by the Smart Logistics System, the user shall ensure that all required consents or legally permissible alternatives (e.g. company agreements) are available in written form. The user is obliged to store all requisite supporting evidence for a period of two years after the end of the contract term and hand over the original documents to TIMOCOM on demand.

(7) TIMOCOM points out that according to § 31 of the German Data Protection Act (Bundesdatenschutzgesetz (BDSG)) data on the non-fulfillment of the contractual obligation concerning due receivables resulting from a contractual relationship can be communicated to the SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, as long as the contractual relationship can be terminated without notification due to arrears and the outstanding payment of the services has not been compensated despite them being due within the notified payment period. You can obtain further information about SCHUFA at www.meineSCHUFA.de

Status: 01/01/2022

[Terms & Conditions International Debt Collection](#)

§1 Performance

1. TIMOCOM GmbH will take action exclusively aimed at supporting the Customer in the collection of the Customer's net invoice amount. TIMOCOM shall, at its reasonable discretion, request the Debtor to comment and/or settle the outstanding claim.
2. TIMOCOM does not give a warranty for the success of its intervention.
3. Any payments, credits, or set-offs effected by Debtor subsequent to the intervention shall be deemed as a positive outcome of said intervention unless the Customer proves to TIMOCOM within 2 weeks of the advised date of payment that the claim has not been settled. The customer is obliged to disclose received payments, credit notes or offsettings of the claims named towards TIMOCOM within 3 days.
4. Customer shall at any time be entitled to take alternative action aimed at collecting the debt.

§2 Remuneration

1. A processing fee of € 20.00 is agreed. In the event of a successful outcome, TIMOCOM will charge the customer a performance-related fee. This bonus already includes the processing fee. In accordance with the legal regulations of the RVG (Lawyers' Remuneration Act), the respective performance-related fee is based on the information under [International Debt Collection Service from TIMOCOM](#) on currencies and claim amounts.
2. Should the processing of an order be terminated without success or for reasons for which TIMOCOM is not responsible, TIMOCOM retains the claim to the agreed remuneration for services rendered up to that point.
3. TIMOCOM reserves the right to collect the invoice amount together with other invoices provided that the Customer, in the course of regular business, has already issued a direct debit authorisation to TIMOCOM. Customer hereby authorises TIMOCOM to collect any undisputed invoice amount from the named account.

§3 Duration

1. The Customer shall be bound by his order for 3 working days. The contract shall come into effect upon acceptance of the order on the part of TIMOCOM. Acceptance does not require any particular form and the order may be accepted by implication. More specifically, the agreement shall be deemed to have been accepted by TIMOCOM if TIMOCOM has begun with the examination of the merits or can prove that it has intervened with the Debtor during this time.
2. The Customer may terminate the order by giving 2 weeks' notice. In the event that any proceedings against Debtor have already been taken the Customer shall be under obligation to keep TIMOCOM informed regarding any payment resulting from such proceedings, and TIMOCOM shall maintain its entitlement to the agreed remuneration.
3. The right of each of the Parties to terminate the agreement for serious non-compliance shall remain.
4. If, as a result of an intervention the Customer loses or terminates their status as a TIMOCOM customer, the Customer and TIMOCOM shall have the right to terminate the contract immediately.
5. If it is shown in the course of the intervention that the claim is in all probability unrecoverable, the intervention shall be terminated and Customer shall be notified accordingly. More specifically, the claim shall be deemed unrecoverable if it is contested by the Creditor to third parties, if it has been assigned, if it is pending before a court, if it is otherwise enforceable or if it is encumbered with rights of third parties or if the Debtor is unable to meet its obligations. In that case, the Contract shall be deemed cancelled with regard to the future.

6. The customer is obliged to support TIMOCOM with suitable information. Should TIMOCOM fail to receive the information required for processing the order within 14 days despite requests made, TIMOCOM is entitled to terminate the order and charge the basic fee or the performance-related bonus incurred up to that time.

§4 Liability

1. TIMOCOM's liability for damages of the customer resulting from the acceptance or execution of the contract is limited to the following cases:

- a) the intentional or grossly negligent causation by TIMOCOM or its vicarious agents,
- b) the culpable violation of an essential contractual obligation by TIMOCOM or its vicarious agents which jeopardises the achievement of the contractual purpose,
- c) the liability of TIMOCOM due to fraudulent intent or granting of a guarantee,
- d) the liability of TIMOCOM under mandatory law, such as the Product Liability Act or
- e) the legal liability for injury to life, limb or health by TIMOCOM or its vicarious agents.

2. If the customer is an entrepreneur, TIMOCOM's liability is limited as follows to the typical contractual damage foreseeable at the time of conclusion of the contract:

- a) in the cases referred to in paragraph 1 a) above for gross negligence of simple vicarious agents,
- b) in the cases referred to in paragraph 1 b) above in the case of simple negligence.

3. Customer shall make sure that the outstanding amount is due and undisputed and that TIMOCOM is provided with all necessary documents and information. Attention is drawn to the fact that the customer is only entitled to reimbursement from the debtor of the performance-related bonus for the intervention in the event of the latter being in arrears with delivery according to the cognizant legal order. Customer shall make its claim for compensation of such costs directly against the Debtor.

4. TIMOCOM reserves the right to destroy all documents that do not have to be kept and stored for legal reasons after termination of the procedure.

§5 Miscellaneous

1. All agreements must be made in writing in order to be valid.

2. If Customer is not a consumer, Düsseldorf shall be the place of performance and jurisdiction. German law shall be applicable.

3. If one of the provisions of this Contract shall be or become ineffective, this shall not affect the effectiveness of the other provisions or regulations. The Parties undertake to replace the ineffective provision by an effective regulation that comes as close as possible to the purpose of the provision that has become ineffective.

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