

## 1. General

### 1.1 Scope

The company Couriernet GmbH - in the further course only called operator - with seat in D - 90542 Eckental is operator of the Internet presence „www.courier.net“. Further information about the operator can be found in the imprint on the website [www.courier.net](http://www.courier.net). The following terms and conditions apply in their respective form for the use of the Internet presence [www.courier.net](http://www.courier.net), as well as the same for the domains [www.couriernet.de](http://www.couriernet.de), [www.couriernet.eu](http://www.couriernet.eu), [www.couriernet.at](http://www.couriernet.at), [www.couriernet.ch](http://www.couriernet.ch) and [www.couriernet.fr](http://www.couriernet.fr).

### 1.2 Subject to change

The operator is entitled to change the contents of these terms and conditions at any time. In the event of changes, the registered user will be informed by e-mail or in any other way about the amended terms and conditions. If no objection is raised within the period of two weeks, then these terms and conditions shall be deemed accepted by the registered user. This right of objection is hereby expressly notified to the registered user.

The latest version can be viewed, printed or downloaded at any time on the website [www.courier.net](http://www.courier.net).

## 2. Requirements for use

The use of [www.courier.net](http://www.courier.net) is reserved exclusively for couriers and express carriers. The user is responsible for the necessary hardware and software equipment. This includes an Internet-enabled device (computer, smartphone, etc.), Internet access and a dedicated e-mail address.

## 3. Registration

Registration is done by sending the completed registration form. By submitting the data by clicking on the corresponding button, the user declares that he has sufficiently informed himself in advance about prices, terms and conditions of use. The sender is responsible for the correctness of the transmitted data both to the operator and to the other users.

After registration, the user will receive from Couriernet GmbH by e-mail a written confirmation together with the user agreement and the SEPA direct debit mandate. The contract of use must be printed out in paper form, signed and stamped together with a copy of the trade registration or extract from the commercial register and, if applicable, a valid traffic liability policy to be returned to Couriernet GmbH. The return can be done by e-mail, fax or post.

If the participant wishes to participate in the SEPA direct debit procedure, the signed SEPA direct debit mandate must be sent in original to Couriernet GmbH. After the duly transmitted documents have been submitted and the user contract has been accepted, the operator releases the user as a registered user. With the activation of the user, the contract is concluded.

A claim for acceptance of the user contract and activation by the operator does not exist and can be rejected without giving reasons.

To avoid unlawful access, the registered user is obliged to keep the access data sent to him secret to third parties. This obligation also applies to the employees of the registered user. If a registered user suspects that his access is being used without authorization, he must notify the operator immediately.

In case of suspected unauthorized use, the operator reserves the right to investigate the matter and to take appropriate measures, which may lead to the blocking of the user account.

#### **4. Scope of use**

The operator Couriernet GmbH provides an Internet platform for registered users, which provides information about available loading space, available freights, contact data of registered users and cooperation partner offers.

Unregistered users can inform themselves free of charge about the guest access only about the structure and the services offered. The guest account offers only a limited insight into the members area.

To further improve the website offered by Couriernet GmbH, the operator reserves the right to redesign existing functions or to partially or completely replace these functions. In addition, additional services and features may be offered for a fee. The user generally has no claim that individual functions are permanently available.

It is expressly stated that malfunctions or interruptions may occur due to maintenance work. A liability of Couriernet GmbH in the event of faults or loss of use due to maintenance work is excluded. The user is also not entitled to retain the user fee in whole or in part.

Registered users have a different range of functions depending on the tariff.

The basic fare includes the possibility to report vehicles empty, to call up freight and vehicles and to submit transport offers. There is no possibility to hire other participants. The tariff includes 1,000 views of the Google Freight Map every month.

The tariff standard includes the same functions as in the basic tariff, as well as the commissioning of other subscribers from the overview as well as empty vehicles. The tariff includes 1,500 views of the Google Freight Map every month.

The tariff premium includes the same features as in the tariff standard, in addition, the offering of freight is possible. The tariff includes 2,000 views of the Google Freight Map every month.

To protect against defaults against other participants, the following requirements must be met in order to book the rate premium:

1. The transport business must have existed for at least 12 months.
2. There must be a current freight forwarding insurance.
3. The credit check may not have any negative characteristics. If the credit rating has a score of 3,5 or worse, we reserve the right to limit the tariff.
4. Half-yearly or annual payment of our membership fees.

If these requirements are met and you wish to activate the freight input, please contact [info@courier.net](mailto:info@courier.net).

The operator reserves the right to block the function of the freight setting temporarily or permanently if there are indications of poor payment habits or other irregularities.

Courier.net GmbH requires the existence of a current traffic liability policy. Therefore, only the pure carrier activity for vehicles under 3.5 tons of zGG is exempted from this obligation.

The representation of the vehicles and freights in the stored map, as well as further and future map functions are voluntary additional services and not part of this contract.

### **5. Evaluation**

After carrying out an order, a mutual evaluation of the users involved takes place. The users undertake to carry out the evaluation in a truthful and factual manner. Offensive, discriminatory, racist or otherwise offensive or unlawful content in the rating is expressly prohibited. The operator reserves the right for violations to delete appropriate ratings and, if necessary, to block the access of the user. Furthermore, in order to protect the other participants, the operator reserves the right to block users with disproportionate negative reviews. The operator assumes no responsibility or liability for the content or accuracy of the ratings given.

### **6. User fee**

The use of [www.courier.net](http://www.courier.net) is free for non-registered users, this use is then limited to guest access. Each registered user can use the website [www.courier.net](http://www.courier.net) for up to four months free of charge as part of a test access. Free trial access begins in the month of activation and is valid for the following three calendar months. If no cancellation of the user in text form to the operator of [www.courier.net](http://www.courier.net) takes place until the end of the free trial period, the contract will automatically be charged.

## The user fee is staggered in the following rates:

- basic
- default
- premium

In addition, certain functions can be booked for a fee.

With the rates „basic“ and „standard“, the access data are only valid for one workstation. Simultaneous logon of several computers with the same access data is not allowed. Additional access data can be added at any time under „additional workstation“.

In the case of companies with several branches or locations, a separate contract must be concluded for each branch. An access by an unregistered branch office via an additional workstation is just as prohibited as the access via external access data.

The amount of the current user charges can be found in the tariffs on [www.courier.net](http://www.courier.net). The operator reserves the right to change prices at any time. The user will be informed immediately and is entitled to cancel the existing contract at the next due date within four weeks after the announcement of the new prices. The usage fee for the chosen tariff will be due after the free trial expires. The user fees are due in advance and will be charged to German participants plus VAT. The operator creates and sends to the user a corresponding invoice by e-mail. A paper bill is made only at the request of the user. Users from other European countries will receive an invoice without VAT registration upon announcement of their VAT number. Participation in the SEPA direct debit procedure is basically possible.

## 7. Contract duration and termination

The free trial access can be terminated at any time with immediate effect by both parties. The duration of the contract after the trial period is at least six months. The contract is automatically renewed for a further six months, unless terminated at least one month prior to expiration. Both parties have the right to termination for good cause. In cases of continued improper use, violation of the Terms of Use or an accumulation of legitimate negative ratings of the user, the operator has the right to terminate the user without notice. Termination must be in text form. Upon termination, the user's access is immediately blocked by the operator.

## 8. Liability

The liability of Couriernet GmbH according to the statutory provisions is given in case of intent or gross negligence in the event of an attributable breach of duty. If the breach of duty is based on simple negligence, the liability for damages of Couriernet GmbH is limited to the typical and foreseeable damage.

In case of killing, injury to health or body, Couriernet GmbH is liable according to the legal regulations. The operator is not liable for the publication and use of user data and user content that has been made by the user himself or by third parties commissioned by him. The operator is not liable for contracts and transactions as well as other relationships between the users among each other, even if they have come into contact with the performance of Couriernet GmbH. The operator assumes no responsibility for the fact that the use of the website [www.courier.net](http://www.courier.net) leads to the desired success for the user, that interactive processes reach the user and that the dial-in process via the Internet is guaranteed at all times.

The operator does not guarantee that the data exchange takes place at a certain transmission speed. Also, any malfunctions resulting from defects or interruptions of the user's device or the internet connection between the user and the server are excluded from the liability of the operator. Incidentally, the liability of Couriernet GmbH, to the extent permitted by law, is excluded.

### 9. Privacy

The personal data collected during registration are collected, processed and used only for the purpose of providing the service and the use within the service.

In the context of the legal regulations these data are stored and processed by coworkers of the Couriernet GmbH only for the contract handling and for the information of the users (for example newsletter) and used.

For creditworthiness we request information services and their details on address and credit data including those, which are determined on the basis of mathematical-statistical procedures are processed by us, as long as we can demonstrate a legitimate interest. For additional data, a separate consent is obtained. The given consent can be revoked at any time by the user. The data will only be used by Couriernet GmbH for the duration of the contractual relationship and then deleted or blocked depending on the application.

Employees of external companies can be used for the service hotline and the technical support of the services offered. For these, the same data-legal provisions apply as for employees of Couriernet GmbH. The user has a right of access to the operator with regard to all data stored about him, the places to which they were passed on and the purpose of the storage.

The information is provided on application and is free of charge.

### 10. Other

The contract is exclusively subject to the law of the Federal Republic of Germany. Jurisdiction is Erlangen. Should one of the provisions of the contract be or become ineffective or unenforceable, the validity of the contract remains unaffected. Such a provision is in this case to be replaced by one which corresponds to the economic interest in such a way that the parties would have concluded the contract also with this clause.