

Terms and Conditions of Use / Freight Exchange Platform of Erb Transporte GmbH

1. Purpose

This agreement governs the use of the Erb Transporte GmbH Freight Exchange Platform (hereinafter referred to as the Erb Freight Exchange) between the service provider (Erb Transporte GmbH) and the user (the carrier).

The Erb Freight Exchange entitles the user to register a company account on the platform and access individual transport orders. The platform is designed to ensure the efficient, transparent and flexible allocation of transport orders while optimizing the utilization of the user's vehicles.

This binding agreement is concluded between the service provider and the user and shall become effective on the date of acceptance by the user during the online registration process.

2. Service Provider Information / Platform Administrator

Name: Erb Transporte GmbH

Address: Planckstraße 9, 71665 Vaihingen an der Enz, Germany

Managing Director: Mr. Wolfgang Erb

Responsible administrator for Erb Freight Exchange: Mr. Paul Erb

Mail: paul.erb@erb-transporte.de

Phone: +49 (0) 7042 8189 20

3. User Information / Responsible Contact Person

Contact person: see registration details

Mail: see registration details

Phone: see registration details

4. Terms and Conditions of Use

1. Platform Access / Responsible Person

- The person who registered the company account at the Erb Freight Exchange on behalf of the user's company shall be held responsible for compliance with provisions
- This person is regarded as the central contact person for platform administrators
- Any changes of person must be reported to the platform administrator without delay

2. Login Credentials / Password Security

- Contact person is entitled create a secure password for access to the platform
- The password must not be disclosed to third parties neither shared internally
- In case of suspect of unauthorized / illegal usage, the contact person must inform the platform administrator without delay

3. Confidentiality

- Any information provided through the Erb Freight Exchange shall be treated confidentially by both parties
- Erb Freight Exchange may be used for the agreed purposes only (see section 1)

4. Termination of Business Partnership

- In case the user intends to discontinue the use of Erb Freight Exchange, the contact person must inform the administrator
- In this case, administrator will deactivate the user account
- In case Erb Transporte GmbH decides to terminate the business partnership, the service provider reserves the right to deactivate the user's account without prior consent by user

5. Reporting of Security Incidents (Cyberattack, Hacking, Phishing, etc.)

- Any incident affecting the security of the Erb Freight Exchange, even any suspected security incident, must be reported to the platform administrator instantly
- In the event of a security incident, the user agrees to cooperate and implement measures to limit damage as instructed by the administrator

6. Data Protection

- Both parties agree to protect any confidential or personal data in accordance with applicable data protection laws

7. Additional Provision for Customer BMW

- When carrying out transport orders for customer BMW, the user guarantees strict compliance with BMW's security requirements. Service provider shall be responsible to provide all necessary instructions and training

8. Entry into Force and Validity

- This Agreement shall enter into force upon signature and shall remain valid for the entire usage period of the Erb Freight Exchange platform