DACHSER Terms of Use "Applications”

1. Object

DACHSER SE and all its affiliates and subsidiaries (hereinafter: DACHSER) provide the User with forms, texts, graphics, checklists and/or other content (hereinafter: Content) via Applications exclusively in accordance with these Terms of Use. In some cases, the User can add data and/or add new content himselves.

Conflicting General Terms and Conditions of the User are not accepted and are hereby waived.

Use of the Applications is only possible if these Terms of Use are accepted.

2. Implementation, cooperation of the user

DACHSER is responsible for the provision and design of the Content published with the Applications. DACHSER is not responsible for any availability and usability of the applications.

The User shall ensure that all confidential data and information transmitted when using the Applications (in particular access data) is not disclosed to third parties. In the event of any disclosure not approved by DACHSER, the User may be held liable by DACHSER for any damage caused by the disclosure of this data. In this case, neither the User nor the third party can assert any claims of their own.

The User undertakes to take all reasonable security precautions to ensure that unauthorized third parties cannot gain access to the Applications or cause damage in terms of integrity, confidentiality or availability.

The User shall ensure that the data and content they transmit are correct and complete. DACHSER is not obliged to check this data and content.

As far as the user enters its own data and content, the User shall ensure that these are not of a confidential nature and that all data entered in the Applications can be used and processed freely by each User.

The User shall indemnify DACHSER against all claims by third parties that may be raised in connection with data and content provided by the User.

3. Property rights, rights of use

The provision and use of the Applications does not entail a transfer of rights(in particular copyrights, the rights to inventions and property rights) to Content in the Applications. This transfer is not included in these Terms of Use

The authorization to use the contents made available by the Applications is revocable at any time and non-transferable.

The User and DACHSER may use the Content exclusively for the agreed purpose and only pass it on to third parties on a "need-to-know basis.

4. Applications

The Applications are mobile operating systems or online platforms provided by third parties. The content within these applications is created by DACHSER. In or with the help of the Applications, the content is provided to the User or made available to the User via a web link DACHSER is not involved in the creation or publication of the software on which the Applications are based and does not assume any warranty for this. No rights to the underlying software (neither rights of use nor property rights) are acquired through the use of the Applications.

In addition, DACHSER has no influence on the quality, correctness or functionality of the software and is therefore not liable for it.

5. Compensation

The use of the Contents in the Applications is free of charge.

6. Technical availability, virus, costs of internet use

DACHSER is not obliged to ensure smooth or uninterrupted availability of the Applications.

If the User detects a malfunction of the Applications or content errors, or has reasonable doubts about their correctness, the User must notify DACHSER immediately.

Irrespective of the obligation to notify DACHSER, the User must immediately take all measures available to mitigate the damage in terms of error identification and error prevention, provided the cost of such measures is in reasonable proportion to the damage mitigation achieved.

Attention is drawn to Internet connection costs which are incurred by the network operators in connection with the use of the Applications and which are to be paid to the network operators. They shall be borne by the User. These costs can be considerable, especially for Internet visits with mobile devices, unless a flat-rate tariff has been agreed.

7. Liability

If liability on the part of DACHSER is established, the following shall apply:

DACHSER is liable for damage caused by willful intent or gross negligence within the scope of the applicable legal regulations.

In the case of damage caused by slight negligence, DACHSER shall only be liable in case cardinal obligations are violated. Liability is then limited to the foreseeable , typical damage, but in any case limited to a maximum of EUR 20,000.00 per year, irrespective of the number of damage events and the amount of damage in each individual case.

In the event of slight negligence, DACHSER shall in particular not be liable for indirect, consequential and unforeseeable damage, loss of production, loss of use, loss of profit loss of data and savings and financial losses due to third-party claims.
This applies in particular to the case of
- the lack of availability of the Internet
- the temporary failure of the applications,
- in the event that illegal interventions by third parties not attributable to DACHSER cause damage or consequential damage caused by defects to the IT system of the user or the company affiliated with the user.

In the event of damage to data carrier material, the obligation to pay compensation does not include the cost of replacing lost data and information.

Any further liability other than that provided for in these General Terms of Use is excluded, irrespective of the legal nature of the claim.

However, the aforementioned limitations of liability or exclusions of liability do not apply to damages:
- for personal injuries and damage to health,
- in case liability is mandatory by Product Liability Act or a warranty is expressly given in writing.

In case liability is excluded or limited in this section 7, this also applies to the personal liability of DACHSER's employees, workers, representatives, bodies and agents.

In case the User is entitled to claims for damages according to this section, these shall become time-barred 12 months after the start of the legal limitation period.

8. Withdrawal of access authorization

DACHSER is free to assign access authorizations and is therefore entitled to withdraw the user's access authorization at any time with immediate effect and without stating reasons.

In particular, DACHSER is entitled to withdraw access rights without notice if
- the User misuses the Applications and/or Contents,
- the User violates the provisions of these Terms of Use
- the User discloses his access data to third parties,
- the User is a robot or uses a robot,
- the User contradicts the privacy policy or revokes his consent.

9. Confidentiality, data protection

DACHSER and the User shall treat as confidential vis-à-vis third parties all knowledge and information of a business or company-related nature of the respective other party obtained in connection with the use of the Applications. This does not apply to information that is publicly known, that was already known to DACHSER or the User beforehand or that has been made accessible to DACHSER by a third party. The confidentiality obligation shall end two years after use of the Contents via the Applications.

DACHSER renders its services in accordance with the respective German data protection provisions and in compliance with the General Data Protection Regulation (EU) 2016/679, as amended (GDPR). DACHSER is not a processor in the sense defined in Germany's federal data protection act (BDSG) or the GDPR. Should DACHSER receive from the User personal or other data, this data will be used exclusively for the purpose of fulfilling the service obligations, unless otherwise agreed in a separate agreement between the parties. In the process of meeting the service obligations DACHSER may find it necessary to share personal data (e.g. to subcontractors, DACHSER subsidiaries, customs and other governmental authorities). Details on the use of personal data can be found in "Information in accordance with GDPR." The User must confirm receipt of the "Information in accordance with GDPR" from DACHSER. This may also be viewed at www.dachser.com at any time. The User must confirm receipt of the "Information in accordance with GDPR" from DACHSER..
The User similarly renders its contractual services in compliance with the GDPR and the respective applicable German data protection provisions.. In particular, the USER must ensure that DACHSER is permitted to use the personal data sent by the User to the extent and for the purpose described above. This still applies even if the personal data is not collected directly from the party concerned. As a result, DACHSER can be sure of the legitimacy of the use of the shared personal data to the extent described above without having to conduct further reviews. The customer releases DACHSER from any claims asserted by third parties in connection with the use of the Application.
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10. Miscellaneous

The User has to comply with all applicable legal provisions – in particular inter alia all legal requisites with respect to antitrust and competition law as well as requirements against corruption, fraud or any other criminal actions. The User has noted in this context the contents of the "DACHSER Code of Conduct for Business Partners" and expressly assures that it will respect the fundamental principles contained therein and orientate the services provided to the full extent, and obligate other employees and/or other third parties it engages for the provision of services. The "DACHSER Code of Conduct for Business Partners" is available for viewing at any time under https://www.dachser.com/downloads/Corporate/DACHSER_Code_of_Conduct_for_Business_Par.pdf or can be provided by DACHSER upon request.

DACHSER also expressly draws attention to the User's obligation to comply with the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG) and thus to observe the regulations within its supply chains with regard to human rights and environmental protection. DACHSER shall be fully indemnified by the User upon first demand against any damages arising from the User's failure to comply with respective applicable regulations such as acting with necessary due diligence in the supply chain.

These Terms of Use are subject to German laws
Place of jurisdiction for both parties is Kempten / Allgäu.

Should any of the individual clauses of these Terms of Use be or become wholly or partially ineffective, all other clauses or parts thereof remain valid. An ineffective clause is to be replaced by one which is effective and which best fits the commercial meaning and purpose of the ineffective clause.
Any amendments to these Terms of Use must be made in writing. The same shall apply to any agreement setting aside the requirement of written form.