

Hapag-Lloyd App: Terms of Use

(Version as at: 10th September 2019)

Any use of the Hapag-Lloyd App (the “**App**”) by you (“**You**”, the “**User**”) is subject to the “**Terms of Use**” of Hapag-Lloyd Aktiengesellschaft (“**HLAG**”), Ballindamm 25, D-20095 Hamburg, Germany, as follows:

1 General

1.1 The App is provided to you solely for the purposes laid down in clause 4 hereof. The App is provided to You free of charge.

1.2 You can download the App from the Google Play app store operated by Google Inc., from the iTunes app store operated by Apple Inc., or from the Windows Store operated by Microsoft Corporation. In China (for devices running on Android OS) You can only download the App from the HLAG website.

1.3 Unless expressly agreed otherwise in writing, Your use of the App is governed by these Terms of Use exclusively. Please be aware that the operators of the Google Play app store, the iTunes app store or the Windows Store have their own terms of use, which may apply to Your relation to the operators but not to Your relation to HLAG.

1.4 HLAG subscribes to its own voluntary Global Code of Ethics, which You can download and read here:

<https://www.hapag-lloyd.com/en/about-us/compliance/global-code-of-ethics.html>

2 Contract formation, parties

2.1 An individual contract between Yourself and HLAG for the use of the App, which is subject to these Terms of Use, is formed when You use the App the first time for Your own business purposes and thereby accept these Terms of Use (“**User Contract**”).

- 2.2** In case of You are acting on behalf of your employer or any third party (the “**Represented Party**”), the User Contract is concluded between the relevant Represented Party and HLAG. In the latter case all restrictions, obligations and duties arising from these Terms of Use shall apply *mutatis mutandis* to the relationship between the relevant Represented Party and HLAG. By entering into a User Contract on behalf of a Represented Party, You confirm that You are duly authorized by the Represented Party to enter into this User Contract on its behalf.
- 2.3** The App displays a link in the main menu which You can click in order to download these Terms of Use as a PDF document.

3 Changes to the App and to the Terms of Use

- 3.1** Any material changes to the App and any changes to the Terms of Use will be made by releasing a new version of the App.
- 3.2** In cases of changes to the Terms of Use the previous version of the App can be used under the previous Terms of Use for at least 14 (fourteen) calendar days. After the expiration of this period, HLAG is entitled to deactivate the previous version of the App. With the deactivation of the previous version of the App the existing User Contract is deemed to be terminated. In order to be able to continue to use the App it is therefore necessary for You to agree to the Terms of Use which are applicable to the new version of the App.

4 Permitted uses and scope of Services

- 4.1** The App is provided to You for the purpose of getting instant binding offers through quick quotes (login needed), book containers directly (login needed), viewing a list of Your shipments (login needed), determining the current location of Your container at any given time, finding a schedule for a certain transport, viewing the Services HLAG offers, finding and contacting HLAG offices and being up to date with the latest news from HLAG (together the “**Services**”). Note, however, that the App’s location data are transmitted via telecommunications infrastructure and the Internet, which are subject to technical faults from time to time. It is therefore possible that the location or schedule data may not always be an accurate reflection of Your container’s actual location or the actual schedule at the time at which You receive them. In other words, it is not always possible to transmit the data in real-time. For example, it is possible that, owing to a fault in the transmission network, the transmission of the location or schedule data may take longer than normal, with the result that the location or schedule data may be out of date by the time You receive them. That is why the purpose of the App is

only to give You an approximate indication of the current location of Your container respectively an indication of the current schedule. To find out the exact time of arrival of Your container at the agreed destination or the exact schedule, You will need to contact Your local HLAG-office.

- 4.2** Furthermore, departure and arrival dates are based on local date / time and may be subject to change without prior notice. Transit times and operational combinations are subject to change without prior notice. Irrespective of the routing shown by the App, HLAG may not be allowed to perform certain transports due to local regulations. In case of discrepancies between the information given by this App and Your quotation, booking confirmation or any individual agreement with HALG, Your quotation, booking confirmation or agreement with HALG shall prevail.
- 4.3** While the information provided via the App is accurate and correct to the best of HLAG's knowledge, it may nevertheless contain errors and inaccuracies. Therefore, the information provided via the App is provided "AS IS" and HLAG makes no representations and gives no warranties as to its correctness or completeness. HLAG therefore accepts no liability for any errors or omissions in the information provided via the App or for any consequences arising from the use of the information provided via the App. Arrangements contrary to or inconsistent with this exclusion of liability are valid only if they are expressly agreed in writing between HLAG and You or if HLAG demonstrates a manifest intention to vouch for the correctness of the information. In order to receive binding information, please contact Your local HLAG-office.
- 4.4** The App will be provided free of charge to You and therefore there is no entitlement to the provision of the App and/or the Services, nor to their uninterrupted availability or to a specific response time behaviour of the App and/or Services. Albeit HLAG uses commercially reasonable efforts to provide a convenient user experience, there is no guarantee or warranty by HLAG that access to or use of the Services provided in the App will not be interrupted or impaired by maintenance work, further developments or other disruptions, particularly necessary for the security or integrity of the servers.
- 4.5** The App is provided "AS IS" free of charge and HLAG therefore makes no representations and give no warranties that the App has particular functions or that existing functions will continue to be provided in the future. Furthermore, HLAG reserves the right to change and/or to modify the structure, functionality and design of the App at any time. HLAG will inform the User of any changes to the App by means of a release note in the App reasonably in advance.
- 4.6** There is no right to software maintenance and no right to support for the App.

5 Registration

- 5.1 Some of the Services provided in the App are available for registered users only (“Login-Services”). Registration shall be made exclusively via the registration form linked in the App. If You are already registered for Services provided on the “Online Business” website of HLAG (<https://www.hapag-loyd.com/en/online-business.html>) You can use Your credentials created for the website to use the Login-Services as well.
- 5.2 HLAG may restrict the access to the App in whole or in part to registered users at its own discretion at any time. HLAG will inform You of any changes by means of a release note in the App reasonably in advance.
- 5.3 A registration for Login-Services is reserved for users who are at least eighteen years of age and (i) in case of a registration for Your own business purposes: who qualifies as entrepreneur within the meaning of sect. 14 German Civil Code (*Bürgerliches Gesetzbuch*, “BGB”), i.e. who acts in exercise of his trade, business or profession or (ii) in case of acting on behalf of a Represented Party: who acts on behalf of a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. Accordingly, You confirm with Your registration that you are entrepreneur Yourself or that you are acting on behalf of a Represented Party which qualifies as an entrepreneur within the meaning of sect. 14 BGB.
- 5.4 In any case, if Your access authorisation has been permanently blocked by HLAG You are prohibited from registering for Login-Services.
- 5.5 Each User may only register once for the Login-Services. The user account is not transferable and may only be used by the person who has actually registered.
- 5.6 Your credentials, particularly Your password, shall not be made accessible by the you to third parties (except the Represented Party on whose behalf You initially registered). It is Your sole responsibility to ensure that Your credentials are not used by such third parties. If You have reason to assume that a third party has gained or will gain knowledge of Your credentials, You shall inform HLAG immediately hereof. You are fully responsible for any use of the App that is carried out by using your credentials. Thus, You shall be liable for any damage caused by unauthorised use of Your credentials by third parties, unless You are not responsible for the unauthorised use of Your credentials within the meaning of sect. 276 BGB.

- 5.7** The data requested in connection with the registration process must be entered completely and correctly. In particular, it is inadmissible to provide a false identity. If the data provided during the registration changes after registration, You are obliged to update the data in Your user account without undue delay.
- 5.8** With the confirmation of Your registration You are accepting these Terms of Use, however, HLAG is not obliged to accept Your registration and will decide at its own discretion whether to accept Your registration.
- 5.9** HALAG may send any declarations and notices in connection with Your usage of the App, particularly related to the User Contract, with binding effect to the e-mail address provided by You for Your user account.

6 Concluding contracts by means of the App

In so far as HLAG enables You to conclude contracts with HLAG by means of the App, particularly by using Login-Services, any of such contracts concluded are governed exclusively by the relevant terms and conditions of business of HLAG. You can access these terms and conditions of business by clicking on a dedicated web link provided to You in the App or by requesting them from Hapag-Lloyd Aktiengesellschaft, Ballindamm 25, D-20095 Hamburg, Germany.

7 Misuse and suspension of use

- 7.1** The App may not be used for racist, discriminatory, pornographic or otherwise illegal purposes, particularly not for fraudulent activities, data espionage and phishing.
- 7.2** HLAG may temporarily restrict or block Your access to the App in whole or in part and/or suspend Your user account, if HLAG has legitimate reason to assume that
- You are not using the App in accordance with the User Contract, particularly in compliance with these Terms of Use and/or
 - You are not using the App in accordance with applicable law and/or
 - Your usage of the App has a negative effect on the rights or legitimate interests of HLAG or third parties so that immediate action is necessary to avoid damage.

HLAG will restrict the blocking to the period of time necessary to avoid the damage and will notify You prior to any intended restriction or blocking of Your access to the App, if possible. In any case, HLAG will notify You immediately after blocking, provided You are a registered user.

In the event of a repeated or continued misuse of the App within the meaning of this clause 7.2 despite of a warning notice sent by HLAG, HLAG reserves the right to permanently block Your access and to permanently exclude You from the use of the App.

- 7.3** In the event of a temporary blocking, the access will be reactivated after the expiration of the blocking period or the final elimination of the reason for the blocking and You will be notified hereof by HLAG via e-mail, provided You are a registered user. A permanently blocked access cannot be restored; the associated user account will be deleted. Any rights of termination shall remain unaffected by the aforementioned provisions.
- 7.4** If Your access has been permanently blocked you may not use the App or register for the Login-Services again.

8 Right to use

- 8.1** All copyright and other intellectual property rights in the software, the design and content of the App are and will remain the property of HLAG, its affiliates and/or its subcontractors.
- 8.2** Under the User Contract, HLAG grants You a revocable, non-transferable, non-exclusive right to use the App. Your right of use include the right to install the App on a mobile end device and the right to use the App in accordance with its designated purpose pursuant to clause 4 hereof. The right to use the App is limited as following:
- 8.2.1** You must not misuse the App within the meaning of clause 7.1 hereof.
- 8.2.2** Your right to reproduce the App is limited to installing the App on a mobile end device (e.g. mobile telephone or tablet) in Your immediate possession for the purposes of the App's intended use (clauses 1.1 and 4 hereof); to such reproduction as is necessary for loading, displaying, running, transmitting and storing the app; and to the creation of a backup copy of the App by a person permitted to do so in accordance with sect. 69d, para 2 of the German Copyright Act (*Urheberrechtsgesetz, "UrhG"*).

8.2.3 The right to decompile the App is granted strictly in accordance with the conditions of sect. 69e, para 1, subpara 1 to 3 UrhG and sect. 69e, para 2, subparas 1 to 3 UrhG.

8.2.4 You are not permitted to lease or otherwise sublicense the App to others. Nor are You permitted to communicate or make the App available to the public by wired or wireless means, or to make it available to third parties, whether free of charge or in return for payment.

9 Liability

9.1 HLAG's liability in ordinary negligence (*einfache Fahrlässigkeit*) is limited to cases in which it is in breach of a material obligation of the contract, that is an obligation which is fundamental to the contract and on whose due performance You are generally entitled to rely (*Kardinalpflichtverletzung*). HLAG's liability in ordinary negligence is further limited to losses which are typical and foreseeable at the time at which the contract is entered into.

9.2 The exclusions and limitations of liability in clause 9.1 do not apply in the case of loss of life, personal injury or injury to health, nor do they apply to liability under the German Product Liability Act (*Produkthaftungsgesetz*, "**ProdHaftG**") or to breaches of guarantees given by HLAG.

10 Termination

10.1 You may terminate the User Contract at any time with immediate effect.

10.2 HLAG may terminate the User Contract at any time with a notice period of 14 (fourteen) calendar days to the end of the month. The rights in case of a misuse of the App pursuant to clause 7 shall remain unaffected by this clause 10.2.

10.3 If the User Contract is terminated by HLAG, you may not re-register, unless otherwise explicitly agreed by HLAG in text form (sect. 126b BGB).

10.4 The right of both parties to terminate the User Contract for cause pursuant to sect. 314 BGB shall remain unaffected.

11 Applicable Law and Venue

- 11.1** If You are a merchant (*Kaufmann*) within the meaning of Part 1 of the German Commercial Code (Handelsgesetzbuch, "**HGB**"), then exclusive jurisdiction to hear all disputes between You and HLAG arising in relation to or under the User Contract between You and HLAG rests with the competent courts in Hamburg, Germany.
- 11.2** The laws of the Federal Republic of Germany shall apply to these Terms of Use and the User Contract between You and HLAG. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as of the rules of the conflicts of laws is hereby expressly excluded.
