



## **General Terms and Conditions for Users**

### **1. General**

1.1. These general terms and conditions for users (hereinafter the “T&C”) apply to the use by a user, whether professional or private, and whether a natural person or a legal entity (hereinafter “you” or “your”) of DLIVER’s services offered by DLIVER Group ApS, Tranehalsen 35, Gevninge, DK-4000 Roskilde, Denmark, company registration number and VAT registration number 37 57 19 03 (hereinafter “we”, “us”, “our”).

1.2. These T&C apply to users registering user accounts on our platform for seeking transportation services. Carriers of goods (hereinafter “Pilots”), whether professional or private, registering user accounts on our platform for offering transportation services are instead subject to our General Terms and Conditions for Pilots.

1.3. By registering a user account with us for seeking transportation services, you confirm that you accept to be bound by these T&C and acknowledge that they form a legally binding contract between you and us.

1.4. We may modify or discontinue, temporarily or permanently, any services, functionalities and/or features contained on our web sites, applications or social media profiles and pages (hereinafter “the Interfaces”) from time to time and without prior notice, and do not guarantee that any particular content, services, functionalities and/or features will be made available through the Interfaces.

### **2. Services**

2.1. Through the Interfaces, we offer a market place platform for users to request transportation services, and Pilots to offer transportation services, and for such users and Pilots to communicate and make transactions for transportation of goods. We do not offer any transportation services ourselves, but merely act as a transportation services intermediary, who provide the platform for users and Pilots to enter into agreements for transportation of goods. Any agreement for transportation of goods that you and a Pilot may enter into via the Interfaces is between you and the Pilot. We are not and do not become a party to any contractual relationship between you and a Pilot.

2.2. In connection with entering into an agreement with a Pilot, you may on our platform order insurance through a third party insurance provider. Please note that we only act as an intermediary between you and the insurance provider. Any insurance agreement that you may enter into via our platform is between you and the insurance provider, and is subject to the insurance provider’s terms and conditions. We are not and do not become a party to any contractual relationship between you and an insurance provider.

2.3. You are not permitted to enter into any agreement with a Pilot via our platform that is illegal or dangerous, including but not limited to agreements for transportation of weapons, ammunition, explosives, fireworks, hazardous chemicals, illegal or prescription drugs, or liquefied or compressed gases. Neither are you permitted to enter into an agreement with a Pilot via our platform which involves transportation of people.

2.4. Errors, system failure, maintenance or similar may occur which makes our platform temporarily unavailable in whole or in part. You acknowledge and agree that we do not guarantee any uptime of our platform and that you shall have no claim towards us for unavailability of the platform for any reason.

### **3. The User Account**

3.1. To request transportation services on our platform, you will have to register a free user account on the platform.

3.2. Your user account is personal. You are not permitted to assign your user account or let anyone else use it or do anything that jeopardizes the security of your user account. You are responsible for keeping the password to your user account secure and safe, and you accept all responsibility for any activity that occurs while you are logged into your user account.

Notwithstanding this Section 3.2, if the user is a legal entity, the user shall be permitted to authorize its employees to use its user account, provide that this is solely for the purpose of the user's business. The legal entity signed up as user accepts all responsibility for any activity that occurs while its employees are logged into the user account.

3.3. We may communicate with you by using the contact details that you have provided to us via your user account. Any notice in writing, whether by email, SMS, message to your user account or via mail, shall for the purpose of these T&C be considered written notice.

3.4. You may delete your user account at any time through our applications or web sites or by contacting us by telephone or email, cf. Section 14. Deletion of your user account does not exempt you from obligations and responsibilities that exist at the time of deletion, including 1) requests for transportation services that you have made on our platform prior to deletion of your user account; or 2) agreements with Pilots that you have entered into prior to deletion of your user account.

3.5. We are not responsible for the correctness, legality or validity of the information that you provide, other users or Pilots provide via our platform.

3.6. We are entitled to share your personal data, company data and business data, as applicable, including but not limited to information about agreements that you have entered into with Pilots through our platform, with regulators and public authorities, such as the police and the tax authorities, but only to the extent required by law, court order or if necessary to establish, exercise or defend our legal rights, including suspected or attempted fraud. See more in our Privacy Notice.

### **4. Closing of User Account**

4.1. Upon written notice, we are entitled to close your user account, temporarily or permanently and with immediate effect, if we in our sole discretion assess that you have:

- (a) committed a material breach of any provision of these T&C;
- (b) committed a material breach of our privacy notice;
- (c) committed a material breach of any of the software license agreements in respect of our applications;
- (d) committed a material breach of any agreement entered into with a Pilot;
- (e) used our platform or Interfaces for any purpose that is illegal;
- (f) used our platform or Interfaces in any manner that could interfere with, disrupt, negatively affect or inhibit other users or Pilots using our platform, or that could damage, disable, overburden or impair the functioning of our platform in any manner;
- (g) compromised the security of our platform or Interfaces;
- (h) used or attempted to use another user's or Pilot's account without authorization;
- (i) attempted to access areas/features of our platform or Interfaces that you are not authorised to access;
- (j) engaged in harassing, intimidating or predatory conduct; or

(k) posted objectionable content and/or shown abusive behaviour on our platform or otherwise in the communication with other users or Pilots.

4.2. In all other instances than set out in Section 4.1, we are permitted to close your user account with thirty (30) calendar days' written notice.

## **5. Requests for Transportation Services**

5.1. A request for transportation services shall as a minimum include 1) a description of the goods that you request transportation of, 2) information on where the goods are to be picked up by the Pilot, 3) information on where the goods are to be delivered upon transportation, and 4) the requested delivery time as either a specific time or a time frame.

5.2. You acknowledge and accept that when you make a request for transportation services on our platform, such request may be visible through all of the Interfaces.

5.3. When you have made a request for transportation services on our platform, Pilots can respond to the request by sending you questions, ask for additional information of relevance for the transportation and/or offers for fulfilling your request. We do not guarantee that Pilots will respond to a specific request for transportation services.

5.4. When you make a request for transportation services on our platform, such request will not include any of your personal information. Your personal information will not be disclosed until you enter into an agreement for the requested transportation services with a Pilot and in this case, the information is only disclosed to that specific Pilot.

5.5. Together with a request for transportation services, you may upload images of the goods that you request transportation of. You are responsible for ensuring that images that you upload do not conflict with these T&C, including but not limited to Section 11.2, below. You grant us a global, non-exclusive license to show such images on the Interfaces.

## **6. Agreements with Pilots**

6.1. When you have entered into an agreement with a Pilot for transportation services via our platform, we will as soon as possible thereafter send you a copy of the agreement by email. You shall not expect that we will maintain a copy of the agreement, which you may later acquire from us.

## **7. Delivery**

7.1. Upon having entered into an agreement with a Pilot, you may choose to receive running updates in respect of the Pilot's fulfilment of the agreed transportation services as push messages via your mobile phone or tablet, if this is available and if you have enabled such functions on your mobile phone or table. You should, however, note that this feature may not be available for all Pilots or for all transportation services.

7.2. Delivery shall be deemed to have taken place when the transported goods at the agreed destination of delivery have been either 1) handed over to you, 2) handed over to someone else that you have authorised to receive the goods on your behalf, provided that the Pilot has been notified hereof in writing by you in advance, or 3) placed where the Pilot in writing has been informed that he may place the goods.

7.3. If the Pilot is not able to deliver the goods in accordance with Section 7.2 and this is due to reasons that can be attributed to you, the Pilot shall wait at the delivery destination for 1) a minimum of ten (10) minutes following arrival if you and the Pilot have agreed on a time frame that the goods may be delivered within, or 2) for a period of a minimum of ten (10) minutes following the agreed delivery time if you and the Pilot have agreed on a specific delivery time. If you, upon the Pilot having waited as mentioned above, have still not taken the goods in your possession, the Pilot shall make reasonable attempts to contact you. If it is not possible for the

Pilot to reach you, the Pilot shall following such attempts be entitled to leave the goods at the delivery destination, provided that the Pilot gives you written notice (for example by email or SMS) about the goods having been left at the destination and with instructions to you on how to find the goods. The Pilot shall make reasonable efforts to place the goods in a secure location at or in the vicinity of the delivery destination. If the Pilot leaves the goods at the delivery destination in accordance with this Section 7.3, the Pilot shall be considered to have delivered the goods correctly and in time and shall not be liable if anything happen to or with the goods following this time. If you will not accept that the Pilot may leave the goods at the destination in accordance with the above, you may notify the Pilot hereof in writing prior to delivery. In this case, you may incur liability towards the Pilot, if the Pilot is not able to deliver the goods in accordance with Section 7.2 and this is due to reasons that can be attributed to you.

## **8. Payment**

8.1. If stated in our price list in force at the time, you shall become obligated to pay a fee to us when you enter into an agreement with a Pilot (hereinafter the "User Fee"). Our price list may be amended from time to time, but you can always look up the current price list in the Interfaces. Such User Fee, if any, will moreover be presented to you prior to your final acceptance of entering into a binding agreement with the Pilot. The User Fee, if any, is in no event refundable.

8.2. If you and a Pilot enter into an agreement for transportation services, you shall pay the agreed freight costs under the agreement (hereinafter the "Freight Costs").

8.3. The Freight Costs and, where applicable, the User Fee shall be paid through the payment solution on our platform at the time that you and the Pilot enter into a binding agreement. Via the payment solution, it is possible to pay by such payment solutions that may be available through the Interfaces from time to time. We do not store your payment details. All payments are made via encrypted connections. We will withdraw the Freight Costs and, where applicable, the User Fee from your account, when delivery under the agreement, which the payment relates to, has been confirmed by you, cf. Sections 8.4-8.6.

8.4. When you through our Interfaces have confirmed that delivery under an agreement with a Pilot has been completed, cf. Section 7, we will withdraw the Freight Costs and where applicable, the User Fee from you and transfer the Freight Costs to the Pilot. In case you believe that the Pilot is in breach of its obligations under the agreement with you, and you dispute your obligation to pay the Freight Costs, you shall as soon as possible send us a written and reasoned objection (hereinafter an "Objection").

8.5. In case we receive an Objection in respect of an agreement, we will refrain from withdrawing the Freight Costs in respect of the agreement from you and from transferring the Freight Costs to the Pilot. Please note that if any User Fee is applicable you will still be obligated to pay this. Having received an Objection we will 1) notify the Pilot of your Objection and 2) withdraw any applicable User Fee from your account, following which we will consider the matter closed with respect to us. It will hereafter only be a dispute between you and the Pilot, cf. Section 8.8. You should note that, if your claim that the Pilot has not fulfilled its obligations under the agreement turns out not to have been a rightful claim, you may risk liability towards the Pilot.

8.6. If completion of a delivery has not been confirmed by you within three (3) calendar days after delivery should have taken place pursuant to your agreement with the Pilot, we will notify you and ask you to confirm the delivery. Should you still not confirm delivery, you will be notified by email and requested to confirm the delivery within seven (7) calendar days. Should we still not receive your confirmation that the delivery has been completed we will consider this as an Objection, cf. Sections 8.4-8.5.

8.7. Notwithstanding Sections 8.3-8.6 a Pilot may in its offer to you, cf. Section 5.3, state that you and the Pilot shall handle any Freight Costs in connection with the potential agreement for transportation services yourselves,, e.g. by cash payment or bank transfer, instead of through our payment solution, cf. Section 8.3. If you accept this and enter into an agreement with the Pilot, you will not have to pay the Freight Costs through our platform. This does not affect your obligation to pay any applicable User Fee through our payment solution, cf. Section 8.3. If you and the Pilot agree to handle the payment of the Freight Costs yourselves, you shall ensure to obtain a written receipt for your payment to the Pilot, which you shall upload to us through our platform, within fourteen (14) calendar days of your payment. If you fail to upload the receipt in accordance with this Section 8.7, then Section 8.9 shall not apply.

8.8. In case of a dispute between you and the Pilot on whether an agreement has been fulfilled or not, the dispute must be settled between you and the Pilot. We are not a part in the agreement between you and the Pilot.

8.9. Notwithstanding Section 8.8, we will in case of a dispute to a reasonable extent, upon a party's request, assist with clarifying the case by providing said party with information in our possession about the matter, e.g. information about the identity of the other party, contact details and any information that we have about the parties' agreement.

## **9. Right of Withdrawal**

9.1. The statutory right of withdrawal does not apply to transport of goods services in which a specific date or period of performance is agreed between the parties.. Thus, you are not entitled to withdraw from an agreement entered into with a Pilot. However, you are entitled at any time to withdraw a request for transportation services until an agreement in respect of the requested transportation services has been entered into with a Pilot.

## **10. Liability**

10.1. Except as set out in Section 10.2, below, we assume no liability for 1) direct damages, and/or 2) incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services arising out of or in connection with (i) these T&C, (ii) the use of or inability to use the Interfaces or our platform, or (iii) any communications, interactions or meetings with Pilots or other users with whom you communicate, interact or meet with as a result of your use of our platform, whether based on warranty, contract, tort, product liability or any other legal principle, and whether or not we have been informed of the possibility of such damage.

10.2. Notwithstanding Section 10.1, we do not exclude any liability under mandatory provisions of applicable law. In order for you to protect yourself and your goods, we encourage you to take out proper insurance for transport agreements that you enter into with a Pilot.

10.3. We assume no liability for your agreements with Pilots. An agreement between you and a Pilot is a matter solely between you and the Pilot and we are neither directly nor indirectly responsible towards you for the Pilot's fulfilment of its obligations pursuant to such agreement.

## **11. Intellectual Property Rights**

11.1. All intellectual property rights in the Interfaces and our platform (including but not limited to text, graphics, software, photographs and other images, videos, sounds, trademarks and logos) are owned by us or our licensors. Except as expressly set out herein, nothing in these T&C gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading, accessing or using the Interfaces.

11.2. You may not on our platform or the Interfaces upload material or post links to material on third party web sites which 1) is illegal, threatening, abusive, libellous, pornographic,

obscene, vulgar, indecent or offensive; 2) infringes the intellectual property rights or other rights of any third party; or 3) contains viruses and/or other code that has contaminating or destructive elements. You shall indemnify us against any loss, damage or expense suffered or incurred by us as a result of any claim arising from or in relation to your breach of this Section 11.2.

**11.3.** We cannot and do not guarantee that the Interfaces or our platform or its content will be free from viruses and/or other code that may have contaminating or destructive elements. You are responsible for implementing appropriate IT security safeguards, including anti-virus software.

## **12. Third Party Content**

12.1. Our platform may, from time to time, include links to external web sites or material. We are not responsible for the content of such third party web sites or material. A link on our platform to a third party's web site or material does not imply any endorsement of or association with that third party.

## **13. Miscellaneous**

13.1. You represent and warrant that you are fully and properly authorized to accept these T&C. If the user is a legal entity, the natural person accepting these T&C on its behalf represents and warrants to be fully and properly authorized to bind the legal entity on whose behalf the person is accepting these T&C.

13.2. We are entitled to transfer our rights and obligations according to these T&C, in whole or in part, to a third party without your approval.

13.3. In case of new applicable legislation or regulation that materially affects the validity or enforceability of T&C in whole or in part we are entitled to amend the T&C for the purpose of ensuring the compliance of the T&C with applicable legislation and regulation by giving you fourteen (14) calendar days' written notice. Further, in case we incorporate new features, functionalities and/or services into our platform and we in our sole discretion assess that such new features, functionalities and/or services require amendments or additions to the T&C, we may amend the T&C by giving you fourteen (14) calendar days' written notice. If you, upon being notified of such amendments to the T&C, decide that you are not willing to accept the amendments to the T&C, you shall immediately close your user account and cease all use of our platform.

13.4. If individual provisions of these T&C should be or become ineffective in full or in part, the T&C will remain otherwise effective. If we fail to enforce any of our rights under these T&C, such failure does not constitute a waiver of the rights.

13.5. If you are not satisfied with our services, we encourage you to first contact us. However, you can also complain directly to Center for Klageløsning, Konkurrence- og Forbrugerstyrelsen, Carl Jacobsens vej 35, 2500 Valby, telefon 41 71 50 00, <http://www.forbrug.dk>, or the European Consumer Centre <http://ec.europa.eu/odr>. If you submit a complaint, you shall state our email address which is [support@dliiver.net](mailto:support@dliiver.net).

## **14. Contact us**

14.1. Please submit any questions you have about these T&C or any problems concerning the Interfaces, our platform or their use to us by any of the following means:

- (a) by email to [support@dliiver.net](mailto:support@dliiver.net);
- (b) by telephone at +45 60 51 24 99; or

(c) by postal mail to DLIVER Group ApS, Tranehalsen 35, Gevninge, DK-4000 Roskilde, Denmark

**15. Law and venue**

15.1. These T&C and the relationship between you and us shall be governed by the laws of Denmark, excluding its conflicts of law provisions. However, if you are a consumer as defined in Article 2(1) of the Consumer Rights Directive (Directive 2011/83/EU), and a citizen of any European Union member state or Switzerland, Norway or Iceland, you shall notwithstanding the foregoing still benefit from all mandatory provisions of the law of the country in which you are a resident. Nothing in these T&C affects your rights as a consumer to rely on such mandatory provisions of local law.

15.2. If you are a consumer as defined in Article 2(1) of the Consumer Rights Directive (Directive 2011/83/EU) and a citizen of any European Union member state or Switzerland, Norway or Iceland, any dispute between you and us arising directly or indirectly out of these T&C shall be subject to the jurisdiction of the courts of the country in which you are a resident.

15.3. If you are not a consumer as defined in Article 2(1) of the Consumer Rights Directive (Directive 2011/83/EU) or is a consumer but not a citizen of any European Union member state or Switzerland, Norway or Iceland, any dispute between you and us arising directly or indirectly out of these T&C shall be subject to the exclusive jurisdiction of the Danish courts.