



## **General Terms and Conditions for Pilot**

### **1. General**

- 1.1. These general terms and conditions for pilots (hereinafter the “T&C”) apply to the use by individuals, businesses and companies (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 carriers, whether professional or private, registering pilot accounts on our platform for offering transportation services (hereinafter “Pilots”). Users registering pilot accounts on our platform for requesting transportation services (hereinafter “Users”) are instead subject to our General Terms and Conditions for Users.
- 1.3. By registering a pilot account with us for offering 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 User may enter into via the Interfaces is between you and the User. We are not and do not become a party to any contractual relationship between you and a User.
- 2.2. You are not permitted to enter into any agreement with a User 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 User via our platform which involves transportation of people.
- 2.3. 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 Pilot Account**

- 3.1. To offer transportation services on our platform, you will have to register a free pilot account on the platform.
- 3.2. Your pilot account is personal. You are not permitted to assign your pilot account or let anyone else use it or do anything that jeopardizes the security of your pilot account. You are responsible for keeping the password to your pilot account secure and safe, and you accept all responsibility for any activity that occurs while you are logged into your pilot account. Notwithstanding this Section 3.2, if the Pilot is a legal entity, the Pilot shall be permitted to authorize its employees to use its user account, provide that this is solely for the purpose of the Pilot's business. The legal entity signed up as Pilot accepts all responsibility for any activity that occurs while its employees are logged into the pilot account.
- 3.3. We may communicate with you by using the contact details that you have provided to us via your pilot account. Any notice in writing whether by email, SMS, message to your pilot account or via mail shall for the purpose of these T&C be considered written notice.
- 3.4. You may delete your pilot account at any time through our applications or web sites or by contacting us by telephone or email, cf. Section 14. Deletion of your pilot account does not exempt you from obligations and responsibilities that exist at the time of deletion, including 1) offers for transportation services that you have made on our platform prior to deletion of your pilot account; or 2) agreements with Users that you have entered into prior to deletion of your pilot account.
- 3.5. We are not responsible for the correctness legality or validity of the information that you provide, or that other Pilots or Users 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 Users 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 Pilot Account**

- 4.1. Upon written notice, we are entitled to close your pilot 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 User;
  - (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 Users or other 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 Pilot's or User'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 Pilots or Users.

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

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

5.1. When you respond to a User's request for transportation services, you can ask questions to the User and require additional information about the transport request. When you, in your assessment have sufficient information about the transportation services requested by the User, you may send the User an offer for fulfilling the User's request. Such offer shall include the aggregated price for the execution of the transport services that the User has requested, including but not limited to any applicable VAT and other direct and indirect taxes, fees or levies.

5.2. When you respond to a User's request for transportation services on our platform, such response will not include any of your personal information. Your personal information will not be disclosed until you enter into a transport agreement with a User and in this case, the information is only disclosed to that specific User.

5.3. You are obligated to ensure that you have all the necessary permits and authorisations to fulfil the requests for transportation services that you make offers on and that you are able to fulfil these requests 1) safely without damaging the goods to which the request for transport relates and 2) in compliance with all applicable legislation and regulation. 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 you not fulfilling your obligations pursuant to this Section 5.3.

## **6. Agreements with Users**

6.1. When you have entered into an agreement with a User 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 User, the User may choose to receive running updates in respect of your fulfilment of the agreed transportation services as push messages via the User's mobile phone or tablet, if this is available and if you have enabled such functions. 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 the User, 2) handed over to someone else that the User has authorised to receive the goods on behalf of the User, provided that you have been notified hereof in writing by the User in advance, or 3) placed where the Pilot in writing has been informed that he may place the goods.

- 7.3. If you are not able to deliver the goods in accordance with Section 7.2 and this is due to reasons that can be attributed to the User, you are obligated to wait at the delivery destination for either 1) a minimum of ten (10) minutes following arrival if you and the User 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 User have agreed on a specific delivery time. If the User, upon you having waiting as mentioned above, has still not taken the goods in its possession, you shall make reasonable attempts to contact the User. If it is not possible to reach the User, you shall following such attempts be entitled to leave the goods at the delivery destination, provided that you give the User written notice (for example by email or SMS) about the goods having been left at the destination and with instructions to the User on how to find the goods. You shall make reasonable efforts to place the goods in a secure location at or in the vicinity of the delivery destination. If you leave the goods at the delivery destination in accordance with this Section 7.3, you shall be considered to have delivered the goods correctly and in time and you shall not be liable if anything happen to or with the goods following this time. If the User will not accept that you may leave the goods at the destination in accordance with the above, the User may notify you hereof in writing prior to delivery. In this case, the User may incur liability towards you, if you are not able to deliver the goods in accordance with Section 7.2 and this is due to reasons that can be attributed to the User.

## **8. Payment**

- 8.1. Upon entering into an agreement with a User, you become obligated to pay us a fixed fee (hereinafter the "Pilot Fee") and a variable commission calculated on the basis of the freight costs, cf. Section 8.4 (hereinafter the "Commission") for the use of our platform. We are entitled to amend the Pilot Fee and the Commission from time to time. However, you can always look up the current Pilot Fee and Commission in the Interfaces. The Pilot Fee and the Commission for entering into a specific agreement will moreover be presented to you prior to your final acceptance of entering into a binding agreement with the User. The Pilot Fee and the Commission are in no event refundable.
- 8.2. The Pilot Fee and the Commission shall be paid through the payment solution on our platform at the time that you and the User enter into a binding agreement. Via the payment solution, it is possible to pay the Pilot Fee and the Commission 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 Pilot Fee and the Commission from your account, when delivery under the agreement, which the payment relates to, has been confirmed by the User, cf. Sections 8.6-8.8.
- 8.3. The Pilot Fee and the Commission shall be paid to us when an agreement for transportation services has been entered into between you and the User. An agreement is not considered to have been entered into between you and the User until we have confirmed that you have paid the Pilot Fee and the Commission and the User has paid the user fee, where applicable, to us. Under no circumstances do we refund paid Pilot Fee and the Commission.
- 8.4. If you and a User enter into an agreement for transportation services, the User shall pay the freight costs that you have agreed under the agreement.
- 8.5. You are solely responsible for reporting your income from our platform to the applicable tax authority and any other relevant authorities.

- 8.6. When the User through our Interfaces has confirmed that delivery under an agreement with you has been completed, cf. Section 7, we will withdraw the freight costs from the User's account and transfer these to you. At the same time, we will withdraw the Pilot Fee and the Commission from your account. In case the User believes that you are in breach of your obligations under the agreement, and the User dispute its obligation to pay the freight costs, the User shall as soon as possible send us a written and reasoned objection (hereinafter an "Objection").
- 8.7. 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 the User and from transferring the freight costs to you. Please note that this does not affect your obligation to pay the Pilot Fee and the Commission. Having received an Objection we will 1) notify you of the User's Objection, and 2) withdraw the Pilot Fee and the Commission from your account, following which we will consider the matter closed with respect to us, and it will hereafter only be a dispute between you and User, cf. Section 8.11. It is on this basis our recommendation that you upon delivery under an agreement attempt to get the User to confirm that the delivery has been completed right away.
- 8.8. If completion of a delivery has not been confirmed by the User within three (3) calendar days after delivery should have taken place pursuant to your agreement with the User, we will notify the User and ask the User to confirm the delivery. Should the User still not confirm delivery, the User will be notified by email and requested to confirm the delivery within seven (7) calendar days. Should we still not receive the User's confirmation that the delivery has been completed we will consider this as an Objection, cf. Sections 8.6-8.7.
- 8.9. We will obtain the User's payment details upon you and the User entering into an agreement, however, it is your risk, if the payment of the freight costs cannot be completed following delivery, e.g. because of insufficient funds on the User's account. In this case, we will 1) notify you that the withdrawal from the User's account has been rejected, and 2) withdraw the Pilot Fee and the Commission from your account, following which we will consider the matter closed with respect to us, and it will hereafter only be a dispute between you and User, cf. Section 8.11.
- 8.10. Notwithstanding Sections 8.6-8.9 you may in your offer to a User, cf. Section 5.1, state that you and the User shall handle any freight costs in connection with the potential agreement for transportation services yourselves, e.g. by cash payment or bank transfer. If this is accepted by the User, and you and the User enter into an agreement, the User will not have to pay the freight costs through our platform. This does not affect your obligation to pay the Pilot Fee and the Commission through our payment solution, cf. Section 8.2. If you and the User agree to handle the payment of the freight costs yourselves, the User is responsible for submitting a written receipt of its payment to you to us, within fourteen (14) calendar days of the User's payment. If the User fails to upload the receipt in accordance with this Section 8.10, then Section 8.12 shall not apply. Please note Section 8.5.
- 8.11. In case of a dispute between you and the User on whether an agreement has been fulfilled or not, the dispute must be settled between you and the User. We are not a part in the agreement between you and the User.
- 8.12. Notwithstanding Section 8.11, 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. All offers that you make to requests for transportation services are binding and thus, you are not entitled to withdraw from such offers. Similarly, you are not entitled to withdraw from an agreement entered into with a User.

**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 User or other Pilots 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, we encourage you to take out proper insurance for transport agreements that you enter into with a User.

10.3. We assume no liability for your agreements with Users. An agreement between you and a User is a matter solely between you and the User and we are neither directly or indirectly responsible towards you for the User'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 Interfaces upload material or post links to material on third party web sites which 1) is illegal, threatening, abusive, libelous, 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 Pilot 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 pilot 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 Klagekløsnng, Konkurrence- og Forbrugerstyrelsen, Carl Jacobsens vej 35, 2500 Valby, telefon 41 71 50 00, <http://www.forbrug.dk>, or the European Consumer Centre at <http://ec.europa.eu/odr>. If you submit a complaint, you shall state our email address which is [support@dliver.net](mailto:support@dliver.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@dliver.net](mailto:support@dliver.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.