

# Terms for registration and use of a MyPTV ID

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## 1. General Provisions

- 1.1. These terms and conditions apply to the registration and use of a MyPTV ID ("**Terms**"). The relationship granting use for MyPTV and all services offered on MyPTV is established between PTV Logistics GmbH, Stumpfstraße 1, 76131 Karlsruhe, Germany ("**PTV**"), and the registered ID owner.
- 1.2. PTV shall notify the ID owner of any changes to the Terms in writing, by facsimile or email. Where the ID owner does not object to such changes within six (6) weeks from the date of receipt of the notice, the changes are deemed to have been consented to. In the event of any amendment to these Terms, the ID owner shall be informed separately of the right to object and the legal consequences of silence in the event of an amendment to the Terms. In the event that the ID owner objects within the six-week period, the relationship granting use for MyPTV shall be continued under the previously applicable conditions. If an objection is raised, PTV shall be entitled to terminate the relationship existing with the ID owner with one (1) months' notice.
- 1.3. The offerings on myptv.com are directed exclusively at entrepreneurs within the meaning of sec. 14 BGB (German Civil Code) which are interested in PTV services and intend to use them for commercial purposes. Any use of a MyPTV ID is for commercial purposes only. PTV reserves the right to verify the entrepreneurial status of the ID owner and to request adequate evidence of said status.
- 1.4. The ID owner waives application of the requirements for electronic commerce according to sec. 312i (1) nos. 1-3 and sentence 2 BGB (German Civil Code).
- 1.5. Not all contractual documents can be provided in the respective national languages. The ID owner agrees to contractual documents in English language.

## 2. Registration and contract conclusion

- 2.1. To view the service offerings on myptv.com, a preliminary registration of a MyPTV ID is required. **ID owners** are entrepreneurs or their employees or representatives who use a MyPTV ID and the PTV services whereby the latter are acting in compliance with the instructions given by and in representation of the entrepreneur.
- 2.2. Upon registration, the ID owner concludes a contract on the use of the MyPTV ID.
- 2.3. Upon registration, PTV will send the ID owner an email for verification. In the course of registration, the ID owner creates a MyPTV ID with a username and password. With the MyPTV ID, the ID owner can in particular
  - view the services offered by PTV on myptv.com;
  - be activated as a user for a product instance of a PTV Cloud Service on an existing PTV Customer's request; and
  - register for events.
- 2.4. The registration data that PTV requests at the point of registration must be entered correctly and in full and must be kept up to date.

- 2.5. If PTV has reasonable grounds to believe that a third party makes unauthorized use of the ID owner's access, PTV shall be entitled to block the MyPTV ID until access by the unauthorized third party is prevented.
- 2.6. PTV reserves the right to restrict the ID owner's access to certain areas of myptv.com or to delete the MyPTV ID if there is reason to believe that the ID owner has violated these Terms.
- 2.7. The ID owner can delete its MyPTV ID if they no longer wish to use it. PTV reserves the right to delete an inactive MyPTV ID if the ID owner does not use its MyPTV ID for an extended period. After deletion, accessing the content of the deleted MyPTV ID is no longer possible.
- 2.8. Both the ID owner and PTV may terminate the MyPTV ID at any time without giving reasons with one (1) months' notice. In the event of such termination, any service obligations already agreed between the ID owner and PTV under the MyPTV ID are to be fulfilled beyond the end of the notice period. The provisions of these Terms shall continue to apply for the period until termination of the MyPTV ID.

### 3. Use of the MyPTV ID and PTV services

- 3.1. The ID owner may only use the MyPTV ID and the PTV services in compliance with these Terms and the statutory provisions. In particular, the ID owner shall not use the PTV services in connection with or for activities that are improper, unethical, infringing the personal rights of third parties or otherwise inappropriate.
- 3.2. If the ID owner is activated for a product instance by a Customer, they shall comply with the [PTV General Terms of Service](#) and the [MyPTV Product Descriptions](#) applicable to the respective Customer.
- 3.3. The ID owner may not use any software or other technical devices that alter, expand or jeopardize the functioning of myptv.com and the services offered thereon.
- 3.4. Unless otherwise explicitly permitted, the ID owner may not:
  - attempt to copy, modify, duplicate, create derivative works from, frame, mirror, (re-)publish, download, display or translate all or any portion of the PTV services in any form or media or by any means;
  - attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the PTV services.
- 3.5. 3.5 The ID owner undertakes to comply with all principles and requirements of PTV's Code of Conduct as amended from time to time, available at [PTV Group Code of Conduct](#).

### 4. Rights to Input and Upload Data

PTV is entitled to statistically analyze the data entered by the ID owner which is not personal data ("**Input Data**") in order to further improve the PTV services.

Input Data can also be raw data that the Customer enters into the PTV Cloud Service and that PTV analyzes to improve the PTV Cloud Service and evaluates for experimental purposes. Transport models are not Input Data.

- 4.1. For this purpose, the ID owner grants to PTV a worldwide, royalty-free, perpetual, sublicensable and non-exclusive right to publish such Input Data, in particular to:
- a) store this Input Data on a PTV server or with a third party commissioned by PTV for the purpose of providing the PTV services;
  - b) make the Input Data available to other Users with authorized access to that specific route via internet and/or an app;
  - c) process and duplicate the Input Data, provided that this is required for the operation of the PTV services;
  - d) use this Input Data in anonymized form for other services and applications.
- 4.2. The ID owner represents and warrants that it is entitled to grant PTV the aforementioned rights to the Input Data and shall indemnify PTV against all conflicting rights of third parties to the Input Data.
- 4.3. For selected PTV Cloud Services, the ID owner can actively upload data bases, in particular transport models, to the PTV Cloud Service ("Upload Data"). The ID owner shall ensure that it is authorized to use the Upload Data, i.e. the way in which the ID owner uses the Upload Data including data input by the ID owner or third parties. The ID owner represents and warrants that it has obtained all authorizations and consents with regard to the Upload Data and shall indemnify PTV against all conflicting rights of third parties in connection with the Upload Data.

## **5. Liability, compensation for damages**

- 5.1. PTV shall only be liable in accordance with the following provisions in (a) to (d):
- a) PTV shall be liable without limitation for damages caused by intent or gross negligence, damages resulting from product liability according to the provisions of the German Product Liability Act as well as for damages resulting from injury to life, body or health.
  - b) In the event of slight negligence in case of a breach of essential contractual obligations, PTV shall be liable for the foreseeable damage typical of the contract unless the claims for damages result from injury to life, body or health. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract and on whose compliance the contracting party may regularly rely. In these cases, PTV's liability is limited to the amount which the ID owner has paid to PTV on the basis of the contract within the twelve (12) months before the claim arose.
  - c) PTV shall be liable for damages caused by the absence of assured features up to the amount which was covered by the purpose of the assurance and which was recognizable for PTV when the assurance was given.
  - d) This sec. 5.1 shall also apply to the liability of PTV's legal representatives, officers and executives if claims are asserted directly against them.
- 5.2. PTV shall only be liable for the loss of data up to the amount which would have been incurred if the data had been properly and regularly backed up for the purpose of restoring them.

- 5.3. Any further liability on the part of PTV is excluded in principle.

## **6. Transfer and assignment, subcontractors, set-off**

- 6.1. PTV may transfer the existing relationship with the ID owner and individual Subscriptions to a third party, unless the change of the contractual partner adversely affects justified interests of the ID owner.
- 6.2. PTV reserves the right to involve subcontractors for the provision of services.
- 6.3. The ID owner shall not be entitled to exercise a right of set-off or retention with respect to its payment obligations pursuant to these Terms, except for any claims which have not been contested by PTV or which have been assessed by a final and binding decision of a court or arbitrator.

## **7. Data privacy and data security**

- 7.1. PTV shall process the registration data and all other data that the ID owner transmits to PTV. Further processing of personal data (e.g. for the transmission of information through PTV Products) shall be carried out only if the ID owner has agreed to such processing. Details of data processing are described in the respective applicable data protection statement, available at [Data Privacy Statement PTV Logistics GmbH](#), product-specific at [Data Privacy Statement PTV Cloud Services](#), TOMS at [Data Protection: General technical and organizational measures](#).
- 7.2. If the ID owner processes personal data while using the PTV services, the ID owner alone shall be responsible for ensuring that each individual person concerned has agreed to his/her data being processed, or that there is statutory authorization to this effect. The ID owner shall always remain the sole party responsible for such personal data. The ID owner shall exempt PTV from all claims of the person concerned and shall compensate PTV for any damage caused to PTV arising out of a violation of data protection laws, unless the ID owner can prove that it is not responsible for this violation.
- 7.3. The Parties shall enter into an agreement on data processing according to Art. 28 GDPR in accordance with the respectively applicable template, available at [Data Processing Agreement PTV Cloud Services](#).

## **8. Final provisions**

- 8.1. PTV and the ID owner are aware that PTV services may be subject to export and import restrictions. In particular, obtaining an approval may be required, or the use of software or related technologies may be subject to restrictions abroad. The ID owner shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. Fulfilment of the contract is subject to national and international regulations of export and import law or other statutory provisions.
- 8.2. Should individual provisions of these Terms be invalid, this shall not affect the validity of the remaining provisions. PTV and the ID owner will endeavor to find a provision in place of the invalid provision which is legally and economically most appropriate to the objective of the contract.

- 8.3. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and private international law.
- 8.4. Place of performance for all obligations arising out of the relationship granting use for MyPTV is the registered office of PTV.