

Terms for registration and use of a MyPTV ID (US version)

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PLEASE READ THE TERMS AND CONDITIONS OF THESE TERMS FOR REGISTRATION AND USE OF A MYPTV ID (also referred to as “Agreement” or “Terms”) CAREFULLY BEFORE AGREEING TO REGISTER FOR AND USE A MYPTV ID. THIS IS A LEGAL AGREEMENT BETWEEN PTV LOGISTICS US, INC. (“PTV”) AND USER WHO IS REGISTERING FOR A MYPTV ID ON THIS SITE (“ID Holder”). WHEN ID HOLDER REGISTERS AND THE REGISTRATION IS ACCEPTED BY PTV, A CONTRACT BETWEEN PTV AND ID HOLDER FOR THE USE OF THE MYPTV ID WILL BE FORMED.

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 US, Inc., 1530 Wilson Boulevard, Suite 710, Arlington, VA 22209, USA (“**PTV**”), and the registered ID Holder.
- 1.2. PTV will notify ID Holder of any changes to these Terms in writing, by facsimile or email. If ID Holder does not object to such changes within six (6) weeks from the date of receipt of the aforesaid notice, such changes are deemed to have been consented to. In the event that ID Holder objects in writing within the six-week period, the contractual relationship shall be continued under the previously applicable terms and conditions. If ID Holder does object timely, PTV shall be entitled to terminate the contractual relationship with ID Holder by providing one (1) month’s prior written notice to ID Holder.
- 1.3. The offerings on myptv.com are directed exclusively at business entities (and not individuals or consumers) 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 status of ID Holder and to request adequate evidence of said status.

2. Registration and contract conclusion

- 2.1. To view the service offerings on myptv.com, a preliminary registration of a MyPTV ID is required by ID Holder on behalf of the business entity 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 business entity.
- 2.2. Upon registration, PTV will send ID Holder an email for verification. In the course of registration, ID Holder creates a MyPTV ID with a username and password. With the MyPTV ID, ID Holder can in particular
 - view the services offered by PTV on myptv.com;
 - be activated as a user for a product instance of a PTV service (when such services are available); and
 - register for events.
- 2.3. 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.
- 2.4. If PTV has reasonable grounds to believe that a third party has made or is making unauthorized use of ID Holder’s access, PTV shall be entitled to block the MyPTV ID until access by the unauthorized third party is prevented.
- 2.5. PTV reserves the right to restrict ID Holder’s access to certain areas of myptv.com or to delete the MyPTV ID if there is reason to believe that ID Holder has violated these Terms.
- 2.6. ID Holder can delete its MyPTV ID if they no longer wish to use it. PTV reserves the right to delete an inactive MyPTV ID if ID Holder does not use its MyPTV ID for an

extended period. After deletion, accessing the content of the deleted MyPTV ID is no longer possible.

- 2.7. Both ID Holder 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 ID Holder 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

- 3.1. ID Holder may only use the MyPTV ID in compliance with these Terms and all applicable legal provisions. In particular, ID Holder shall not use the MyPTV ID or any 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 ID Holder is activated for a product instance by a business entity, they shall comply with the [MyPTV Services Terms and conditions](#) and the [Product Descriptions](#) applicable to the respective business entity.
- 3.3. ID Holder 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. ID Holder may not:
- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, (re-)publish, disclose, 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. ID Holder undertakes to comply with all principles and requirements of PTV's Code of Conduct as amended from time to time (as well as other policies applicable to the MyPTV ID or the PTV services), available at [PTV Group Code of Conduct](#).

4. Rights to Data and Authorisation for Usage Analysis

- 4.1. PTV is entitled to statistically analyse the data entered or uploaded by the ID owner in the PTV Cloud Services or generated by using the PTV Cloud Services (usually non-personal data) in order to improve PTV's services.
- 4.2. For this purpose, the ID owner grants PTV a worldwide, royalty-free, irrevocable, sub-licensable and non-exclusive right to use this data, in particular to store it on a server, to provide it to other users with authorised access to a specific route, to process it and to duplicate it, insofar as this is necessary and to use the data in anonymised form for other services and applications.
- 4.3. The ID owner warrants that he is entitled to grant PTV the aforementioned rights and shall indemnify PTV against any conflicting third-party rights.
- 4.4. PTV shall also receive from the ID owner the rights to collect, store and statistically evaluate telemetry data to the following extent: PTV shall process telemetry data on usage at the ID owner level. The data collected will not include which user is acting. It will only be collected how the ID owner uses the PTV Cloud Services. This data

processing includes, in particular, the processing of usage data for each product instance to determine how many commands or requests have been triggered by users, subscription-related information about data and information retrieval, storage space used, calculation time, etc. and information about the scope of use, in particular information about the number of product instances that access a licence within the ID owner's organisation in a given period (in particular to prevent licence misuse) and the extent of licence use within specific geographic regions.

- 4.5. Insofar as personal data is affected in the context of the data processing regulated here, reference is made to the Data Privacy Statement PTV Cloud Services for information about the specific data processing.

5. No Warranty or Liability of PTV to ID Holder

- 5.1. DISCLAIMER OF WARRANTIES. THE MYPTV ID AND ALL PTV SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR RESPONSIBILITY. PTV HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PTV SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PTV MAKES NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND THAT THE MYPTV ID OR ANY PTV SERVICES WILL MEET ID HOLDER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.
- 5.2. EXCLUSION OF DAMAGES. IN NO EVENT WILL PTV OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) BUSINESS INTERRUPTION, LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 5.3. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF PTV AND ITS LICENSORS, SERVICE PROVIDERS OR AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY

AND OTHERWISE, EXCEED THE FEES AND CHARGES PAID TO PTV FOR SERVICES AND GIVING RISE TO LOSS OR DAMAGE DURING THE SIX-MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6. No Assignment by ID Holder

ID Holder may not assign its rights or delegate its obligations under this Agreement to any third party without the prior consent of PTV.

7. Data Privacy and data security

- 7.1. PTV shall process the registration data and all other data that ID Holder transmits to PTV. Further processing of personal data (e.g. for the transmission of information through PTV Products) shall be carried out only if ID Holder has agreed to such processing. PTV will use commercially reasonable efforts to protect the privacy and security of ID Holder information and Input Data. Details of data processing are described in the respective applicable data protection statement, available at [PTV Data Privacy Statement \(US\)](#), product-specific at [Data Privacy Statement PTV Cloud Services \(US\)](#), TOMS at [Data Protection: General technical and organizational measures](#).
- 7.2. If ID Holder processes personal data while using the MyPTV ID or the PTV services, ID Holder 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. ID Holder shall always remain the sole party responsible for such personal data. ID Holder shall exempt PTV from and indemnify and hold PTV harmless from all claims of the persons concerned and shall compensate PTV for any damage caused to PTV arising out of a violation of data protection laws.
- 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 ID Holder are aware that the MyPTV ID and 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. ID Holder shall comply with all applicable export and import control regulations, as well as all other relevant regulations. This Agreement is also 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, the remainder of the Terms shall remain in full force and effect. In such an event, PTV and ID Holder will use commercially reasonable efforts to substitute a provision in place of the invalid provision which is legally and economically most appropriate to the objective of the contract.
- 8.3. The provisions and terms of these Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without

reference to its conflicts of law provisions. The U.N. Convention on the International Sale of Goods (CISG) will not apply to transactions between PTV and the ID Holder.

- 8.4. Any dispute regarding this contract will be subject to the jurisdiction of the state and federal courts in and for the State of Delaware, and the Parties hereby irrevocably agree to submit to the personal and jurisdiction and venue of such courts.