General Terms and Conditions

Part A: General Conditions

1. Scope of the General Terms and Conditions (T&C-DKV)

a.) General scope: These General Terms and Conditions (T&C-DKV) as amended from time to time apply to the entire contractual relationship between DKV EURO SERVICE GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany ("DKV") and the DKV customer ("customer"). These T&C-DKV shall continue to apply after termination of the contractual relationship until the full settlement of the business relationship. Contrary or deviating conditions from the customer are not binding, even if DKV fulfills the contract without expressly rejecting them. This includes all amendments of the General Terms and Conditions.

b.) Application of other special conditions: Separate conditions agreed with the customer for other services from DKV shall take precedence over these T&C-DKV, even if they deviate or contrary provisions from these T&C-DKV.

c.) Amendments: DKV reserves the right to amend these T&C-DKV with effect for the future. DKV shall inform the customer of the relevant amendments in full, notification, also in electronic form, of the existence of the amendment is sufficient. The respective, current TBC-DKV are freely accessible on the website www.dkv-euroservice.com. If the customer does not object to the amendment within one month of receipt of notification, it shall be deemed to imply acceptance of the amendment. DKV will refer to the right of rejection in the notification of amendment.

2. Purpose and basis of the contract

DKV allows its customers to purchase deliveries and services and to use other services connected with running a vehicle from its contractually linked service partners and their service stations (service partners) without cash, which are offered through DKV.

The business relationship between DKV and the customer enters into force on the basis of an application submitted by the customer, with which the customer provides written proof of its status as customer and approves the use of the DKV Mobile Card Application (App) or other equipment for recording the deliveries or services received; which are hereinafter referred to as the legitimating object (LEO).

a.) DKV Card/DKV Co-Branded Card: The DKV Card/DKV Co-Branded Card entities the customer's selected mobile telephone service provider being sufficient for use of the DKV Mobile Card App, and with the confirmation letter from DKV, but not later than upon acceptance of the legitimating objects (LEO) sent by DKV to the customer. The customer shall confirm receipt of the LEO. DKV grants to the customer a particular user framework (expenditure limit) and a particular payment deadline. The user framework granted and the payment deadline become a component part of the contract.

b.) DKV Diesel Direct Card: A DKV Diesel Direct Card is issued by DKV either for use only in respect of a particular vehicle of the customer, which vehicle is identified by the vehicle registration number which appears on the DKV Diesel Direct Card, or for use in respect of all vehicles of the customer, which vehicles are identified by the vehicle registration papers or vehicle or vehicle rental contract/access fees agreements corresponding with the customer name as contained in the DKV Diesel Direct Card. A DKV Diesel Direct Card is issued to the customer solely to enable the DKV customer to purchase diesel (or such goods and services as DKV may from time to time specify) from such DKV Diesel direct service stations as DKV shall designate for the acceptance of such Diesel Direct Card and such having to state the amended conditions in full, notification, also in electronic form, of the existence of the amendment is sufficient. The respective, current TBC-DKV are freely accessible on the website www.dkv-euroservice.com. If the customer does not object to the amendment within one month of receipt of notification, it shall be deemed to imply acceptance of the amendment. DKV will refer to the right of rejection in the notification of amendment.

c.) DKV Mobile Card Application (App): The DKV Mobile Card App allows the customer to use a DKV Card electronically. The specific use and license conditions envisaged by DKV apply to the DKV Mobile Card App. The use of a DKV Mobile Card App requires the customer to have a compatible mobile end device, which is free from malware (viruses/Trojans, etc.) and which functions appropriately in every respect. Furthermore, an operating system approved by DKV, and an existing mobile phone contract with internet access, as a result of which additional costs may be incurred, are required on the end device used. When downloading and installing a DKV Mobile Card App, DKV does not provide hardware (e.g. mobile end device) or software (e.g. Fireside/Bigjareaplayer) or mobile phones. DKV does not assume a guarantee for the customer's mobile end device being or remaining compatible with the technical requirements for using the DKV Mobile Card App. Nor does DKV assume a guarantee for the services from the customer's selected mobile telephone service provider being sufficient for use of the DKV Mobile Card App, in particular for example of network coverage, mobile phone capacity, failures or problems, etc.

d.) Other input devices: In addition, DKV itself or through its cooperation partner provides other equipment for recording deliveries and services, notably road tolls, in return for a service and (No. 9 b. TBC-DKV in addition to the fees specified in the device guidelines), in particular DKV diesel data

Box, Ecotaxe Box, GO-Box, Telepass, viabox, OBU Sky toll.

3. Legitimizing objects and purpose

In order to fulfill the purpose of the contract, DKV itself or jointly through contractually linked partners, provides the customer with the DKV Card/DKV Mobile Card Application (App) or other equipment for recording the deliveries or services received, which are hereinafter referred to as the legitimating object (LEO).

a.) DKV Card/DKV Co-Branded Card: The DKV Card/DKV Co-Branded Card entities the customer's selected mobile telephone service provider being sufficient for use of the DKV Mobile Card App, and with the confirmation letter from DKV, but not later than upon acceptance of the legitimating objects (LEO) sent by DKV to the customer. The customer shall confirm receipt of the LEO. DKV grants to the customer a particular user framework (expenditure limit) and a particular payment deadline. The user framework granted and the payment deadline become a component part of the contract.

b.) DKV Diesel Direct Card: A DKV Diesel Direct Card is issued by DKV either for use only in respect of a particular vehicle of the customer, which vehicle is identified by the vehicle registration number which appears on the DKV Diesel Direct Card, or for use in respect of all vehicles of the customer, which vehicles are identified by the vehicle registration papers or vehicle or vehicle rental contract/access fees agreements corresponding with the customer name as contained in the DKV Diesel Direct Card. A DKV Diesel Direct Card is issued to the customer solely to enable the DKV customer to purchase diesel (or such goods and services as DKV may from time to time specify) from such DKV Diesel direct service stations as DKV shall designate for the acceptance of such Diesel Direct Card and such having to state the amended conditions in full, notification, also in electronic form, of the existence of the amendment is sufficient. The respective, current TBC-DKV are freely accessible on the website www.dkv-euroservice.com. If the customer does not object to the amendment within one month of receipt of notification, it shall be deemed to imply acceptance of the amendment. DKV will refer to the right of rejection in the notification of amendment.

c.) DKV Mobile Card Application (App): The DKV Mobile Card App allows the customer to use a DKV Card electronically. The specific use and license conditions envisaged by DKV apply to the DKV Mobile Card App. The use of a DKV Mobile Card App requires the customer to have a compatible mobile end device, which is free from malware (viruses/Trojans, etc.) and which functions appropriately in every respect. Furthermore, an operating system approved by DKV, and an existing mobile phone contract with internet access, as a result of which additional costs may be incurred, are required on the end device used. When downloading and installing a DKV Mobile Card App, DKV does not provide hardware (e.g. mobile end device) or software (e.g. Fireside/Bigjareaplayer) or mobile phones. DKV does not assume a guarantee for the customer's mobile end device being or remaining compatible with the technical requirements for using the DKV Mobile Card App. Nor does DKV assume a guarantee for the services from the customer's selected mobile telephone service provider being sufficient for use of the DKV Mobile Card App, in particular for example of network coverage, mobile phone capacity, failures or problems, etc.

d.) Other input devices: In addition, DKV itself or through its cooperation partner provides other equipment for recording deliveries and services, notably road tolls, in return for a service and (No. 9 b. TBC-DKV in addition to the fees specified in the device guidelines), in particular DKV
7. Duty of care, customer’s liability and release from liability

b) PIN code: If the customer is issued with a personal identification number (PIN code), this must be kept confidential and may only be provided to authorised third parties. The PIN may not be disclosed, or otherwise be permitted to enter the PIN number or PIN code, or the PIN number or PIN code is otherwise being used without authorisation, DKV must be advised immediately (block report). The block report can be made by telephone, e-mail, fax or in writing to the customer’s contact details provided for the purposes of submission or the past due invoice. If the customer wants to use the service again, the following details for submitting a block report are available on the website www.dkv-euroservice.com in the secure customer area (No. 20) or can be requested from DKV. The customer shall advise DKV immediately after discovering an unauthorised or incorrect use of a LEO or if the customer is requested to report any theft or misuse to the police. The customer shall send DKV a copy of the report.

d) Liability: The customer is liable for the non-contractual use or misuse of the LEO unless it is not responsible. This shall apply correspondingly to customers that are domiciled in a state outside the European Union.

e) Indemnification: If the reasonable measures have been taken, DKV shall indemnify the customer from liability for any use of the LEO after receipt of the theft or loss report by DKV.

8. Conclusion of individual contracts regarding deliveries and services

a) Purchase authorisation: The customer reserves the right to use the LEO in accordance with these Terms and Conditions to purchase particular goods and services without cash from service partners linked to DKV (goods and services hereinafter referred to jointly as “deliveries and services”). The respective goods and services are based on the agreements concluded between the customer and DKV for the LEO provided to the customer.

b) DKV’s and the service partners’ freedom to supply: Neither DKV nor its respective service partner shall be liable for the goods and services provided to private customers or to conclude individual contracts regarding the purchase of deliveries and services through the customer. Such a requirement only arises through the conclusion of an individual contract regarding the respective contract partner. DKV does not guarantee the availability of the service partner to make deliveries, whether direct deliveries or through third parties.

c) Content of the individual contracts: – Direct delivery – Deliveries and services are generally provided in the name and for the account of DKV on the basis of corresponding contracts with the service partners (“direct delivery”). The service station is not authorised to agree additional terms to the statutory scope of delivery with effect for DKV and to its cost or to agree deviations from these T&C-DKV and/or to provide guarantees with effect for DKV.

d) – Third-party delivery – In cases where this cannot be agreed or can only be agreed in part with the service partner, the customer may in some cases order the services from the customer, whereby the customer shall order the respective contracts or to conclude individual contracts regarding the purchase of deliveries and services through the customer. Such a requirement only arises through the conclusion of an individual contract regarding the respective contract partner. DKV does not guarantee the availability of the service partner to make deliveries, whether direct deliveries or through third parties. The customer can only offset counter-claims against all DKV’s counterparties, unless contractual or non-contractual use of the LEO and/or the services have been terminated. Auditing the appeal: The customer shall refuse or pay all debts comprising the respective debt amount plus the prices and service fees stated in No. 9 of these T&C-DKV. In the case of third-party deliveries, DKV shall not assume any obligations in respect of the provision of deliveries and services to the customer in respect of the individual contract.

9. Prices and service fees

a) Prices for deliveries and services: In principle, DKV shall charge the prices applicable locally or according to the customary or usual prices for the standard or premium products delivered and services. However, DKV shall charge the prices for fuel on the basis of the current list, zone or column prices reported to the customer, and the respective service partner, or according to the fee schedule or the usual prices for the deliveries and services. However, DKV shall charge the prices for fuel on the basis of the current list, zone or column prices reported to the customer, and the respective service partner, or according to the fee schedule or the usual prices for the deliveries and services. In some cases, the customer may be required to provide proofs from the customer, since the prices charged by the service station. In the case of direct delivery, DKV may also demand that fees or other costs charged to DKV for bank fees and other services have been blocked. If an amount is converted from or into currencies other than the Euro, DKV reserves the right to charge a fee to equate exchange rate risks between the transaction date and payment date of the invoice. The deliveries and services charged by DKV continually in this way or in agreed time periods are payable immediately without deduction (due), unless expressly agreed otherwise between the customer and DKV.

b) Invoice audit and balance confirmation: The customer shall immediately check that the DKV invoices are correct and shall submit appeals immediately, but not later than 2 months after the invoice date, in writing to DKV. Any appeal after expiration of the 2-month period from the invoice date is excluded and the invoice amount shall be deemed to have been accepted, unless the invoice audit was not possible for reasons for which the customer was not responsible. This shall apply correspondingly to DKV invoices sent to the customer via email (No. 21 ii.).

c) Appeal against the invoice: If the customer wants to claim that a delivery or service charged to it was not made to an authorised user and/or if the receipt/delivery note has been created by persons other than the customer or its vicarious agents in breach of the conditions of use, it must report this to DKV immediately, not later than within 2 months of the invoice date, stating all details in the invoice which it disputes, in particular, the amount, the invoice positions and all reasons for its appeal, in writing to the customer’s contact details provided for the purposes of submission or the past due invoice. If the customer has not paid the invoice within the required period, the customer’s right to determine which debts are settled by the customer remains reserved in the case of default.

d) Direct debit mandate: Insofar as the customer is domiciled in a member state of the European Union where the currency is the Euro, the customer shall consent to the so-called SEPA direct debit procedure (Single Euro Payments Area, SEPA) upon request from DKV and in case of a SEPA company direct debit shall instruct its bank with the SEPA mandate required for this by DKV to execute the direct debit from the customer’s bank account correspondingly on the due date. Notification of the direct debit payment shall be sent to the customer no later than one banking day before the SEPA direct debit becomes due. The customer shall consent to the above requirement in written form or by advance notification from No. 141 calendar days before the due date to one banking day. Insofar as the customer is domiciled in a member state of the European Union where the currency is not the Euro, the customer shall agree to issue DKV a direct debit mandate upon request, if a corresponding SEPA direct debit is not possible, and shall submit the declarations required for this to its bank. The latter shall apply correspondingly to customers that are domiciled in a state outside the European Union.

11. Due date and default interest, missing the payment deadline, and repayment condition

a) Subject to notice: DKV can – even without stating reasons – prohibit the use of the LEO and block their use with DKV service partners without notice and take into account the justified concerns of the customer.

b) Without notice for good reason: If there is good reason, as a result of which the further use of single or all LEO and/or the continuation of the business relationship is unreasonable for DKV, even with reasonable consideration of the justified concerns of the customer, DKV can also prohibit the use of the LEO and block their use with DKV service partners without notice and with immediate effect or at its discretion. Good reason is, in particular, if

(1) The customer has provided incorrect information about its assets, which was of considerable importance for DKV’s decision to enter into the business relationship.
(2) The customer does not fulfill its obligation to provide or increase security according to No. 366 para. 2 German Civil Code (BGB).
(3) The customer’s right to determine which debts are settled by the customer’s assets

Repayment condition: The customer’s right to determine which debts are settled by the customer’s assets is waived in favour of the statutory repayment conditions according to Section 366 para. 2 German Civil Code (BGB).

12. Prohibition of use and blocks

a) Subject to notice: DKV can – even without stating reasons – prohibit the use of the LEO and block their use with service partners without notice at any time, with reasonable notice and taking into account the justified concerns of the customer.

b) Without notice for good reason: If there is good reason, as a result of which the further use of single or all LEO and/or the continuation of the business relationship is unreasonable for DKV, even with reasonable consideration of the justified concerns of the customer, DKV can also prohibit the use of the LEO and block their use with DKV service partners without notice and with immediate effect or at its discretion. Good reason is, in particular, if

(1) The customer has provided incorrect information about its assets, which was of considerable importance for DKV’s decision to enter into the business relationship.
(2) The customer does not fulfill its obligation to provide or increase security according to No. 18 or does not fulfill its obligation on the basis of another agreement within a reasonable period set by DKV,
(3) Direct debit is not honoured on the due date or if other due invoices are not paid, unless the customer is not responsible for this,
(4) The agreed payment method (e.g. SEPA DIRECT DEBIT) is unilaterally cancelled by the customer,
(5) The customer has not paid the invoice within the required period, the customer’s right to determine which debts are settled by the customer remains reserved in the case of default.
(6) There is a considerable deterioration in the customer’s assets or if this is anticipated, in particular if the information obtained about it deteriorates considerably, then putting at risk the fulfillment of liabilities due to DKV,
(7) A LEO is provided to third parties without authorisation, and/or the receipt/delivery note has been created by persons other than the customer or its vicarious agents in breach of the conditions of use, it must report this to DKV immediately, not later than within 2 months of the invoice date, stating all details in the invoice which it disputes, in particular, the amount, the invoice positions and all reasons for its appeal, in writing to the customer’s contact details provided for the purposes of submission or the past due invoice.
(8) There is a considerable deterioration in the customer’s assets or if this is anticipated, in particular if the information obtained about it deteriorates considerably, then putting at risk the fulfillment of liabilities due to DKV,
13. Termination of the business relationship, notification to service partners

DKV and customer reserve the right of termination at any time.

a.) Subject to notice: without stating reasons, with reasonable notice and taking into account the justified concerns of the customer / DKV. The right to prohibit and block (No. 12) use of the LEO remains reserved.

b.) Without notice or with short notice for good reason: insofar as the continuation of the business relationship appears unreasonable for the other contracting party, for reasons for which the other contracting party is responsible. This is the case for DKV, in particular, if one of the reasons for prohibiting use as stated in No. 12, lit. b), (1) to (8) applies.

c.) Notification to DKV service partners: DKV reserves the right to inform its service partners via IT, by sending block lists or by other means that the LEO have been blocked and/or the business relationship has been terminated.

14. Retention of title to deliveries and services

a.) DKV shall retain the title to the respective delivery and services until complete fulfillment of all demands from the business relationship, including future demands from simultaneously or subsequently concluded contracts and balance demands from the current account with the customer (“goods subject to retention of title”).

b.) The customer reserves the right to sell the goods subject to retention of title as part of its normal business. DKV reserves the right to revoke the customer’s right to sell by written declaration, if it appears that the customer is no longer entitled to the security in question.

c.) Insofar as DKV is liable for compensation according to the reasons in lit. b) above, this liability shall become effective if and when the respective provider.

15. Complaints due to defects and warranties/subsequent -performance

a.) For obvious defects, complaints due to the quality and/or quantity of the goods/services must be made in writing immediately and no later than within 24 hours after handover/ acceptance of the goods/services, and for concealed defects, within 24 hours of discovery of the defect. Insofar as services have been provided in the name of DKV (direct delivery according to No. 8, lit. c., sent. 1), the complaint must be made to DKV with simultaneous information of the respective service partner. For services from the service partner (third-party delivery according to No. 8, lit. c., sent. 3), complaints must only be made to the service partner and DKV informed of this. DKV is not liable for the service partner’s services. Complaints due to defects do not limit the customer’s right to withdraw from the contract or to make the obligation to pay invoices insofar as any defects are not undisputed on the due date or are legally upheld against the respective provider.

b.) In the event of a justified, prompt complaint due to defects, DKV shall provide a warranty on the basis of the applicable statutory provisions and according to the following provisions for direct deliveries:

(1) Irrespective of its own warranty claims, the customer shall first assert the warranty claims against the respective service partner, with support from DKV. To this end, DKV herewith assigns the warranty claims against the service partner to the customer, which accepts the transfer. DKV shall support the customer when enforcing the claims.

(2) If the warranty claims against the service partner fail, DKV shall correct the defect through another service partner or provide defect-free items or a new work (subsequent-performance).

b.) Other contractual claims by the customer or the respective service partner.

(2) Insofar as the continuation of the business relationship appears unreasonable for the other contracting party, for reasons for which the other contracting party is responsible, the customer can withdraw from the respective individual contract or reduce the purchase price or remuneration, for a works contract, the defect can also be corrected by reimbursement.

(3) If a defect is the fault of DKV, DKV shall pay compensation or reimburse alleged costs because of a defect according to the statutory provisions only within the framework of the limits set in No. 16 of these T&C-DKV.

16. Standard of liability

a.) DKV’s liability, whatever the legal reason, is limited to the provisions of this No. 16; irrespective of whether the liability is in conjunction with this contract or individual contracts underlying the delivery of the purchased item, including any claims for compensation on the basis of contract, breach of duties during contract negotiations and tort, insolvency as there is fault.

b.) DKV is not liable in the event of negligence by its bodies, statutory representatives, employees or other vicarious agents, insofar as this does not involve a breach of significant contractual duties. Significant contractual duties are the duty to deliver, the duty to be on time and, if applicable, to hand over the work free of material defects, including the LEO, as well as duties of advice, safety and care, which should facilitate the customer’s contractual use of the object of the direct delivery or which should protect life and limb of the customer’s staff or their property from considerable damage.

c.) Insofar as DKV is liable for compensation according to the reasons in lit. b) above, this liability shall be limited to damages which DKV foresee as possible consequences of a breach of contract which the customer can have foreseen in view of his duty and attention. Indirect damages and consequential damages which are the result of defects to the object of direct delivery can only be reimbursed if these damages are expected during correct use of the object of direct delivery.

d.) The above liability exclusions and restrictions apply in the same extent in respect of the bodies, employees and other vicarious agents of DKV.

e.) The restrictions of this No. 16 do not apply to DKV’s liability (i) for wilful misconduct or malicious concealment of a defect, (ii) for warrantied quality features, (iii) for injury to life, limb or health, and (iv) according to the Product Liability Act.

f.) Claims for compensation by the customer are limited to the amount of interest it has in the fulfillment of the contract.

g.) The rules regarding the burden of proof remain unaffected by the conditions of this No. 16.

17. Expiration

a.) Claims due to defects in conjunction with direct deliveries, including any claims for compensation based on them, and rights of reduction and withdrawal shall expire in one year, calculated from the delivery of the purchased item or acceptance of the service. Other contractual claims by the customer because of breaches of contact by DKV and all non-contractual claims by the customer also expire in one year, starting with the statutory envisaged start of the expiration period.

b.) The above provisions of lit. a.) notwithstanding, the statutory provisions apply in i) cases of injury to life, limb or health, ii) in the event of wilful misconduct or grossly negligent breach of contract or malicious concealment of a defect, (i) to claims due to defect of a third-party’s material right, on the basis of which handover of the purchased item can be demanded, (ii) to claims based on an individual contract as defined in Section 444 BGB, (iii) in the case of claims under the Product Liability Act.

c.) The provisions of Sections 196, 197, 479 BGB and the rules relating to the burden of proof shall be unaffected by the above provisions of lit. a.) and b.)

18. Provision and increase of security

a.) DKV’s entitlement to demand security: DKV can demand security be provided for all claims from the business relationship to the twice the user framework granted (No. 2 sent. 4), and even for claims arising in the future, which are conditional or are not due (payment from future current transactions) from which DKV expects a probability of return or from which DKV requests an extended user framework or if DKV wants to grant the customer an extended user framework. DKV is entitled to the provision or increase of security in respect of the debt following the assumption of risk, but not following the work limit enters into force.

b.) Changes to the risk: If DKV initially fully or partly overlooked demanding the provision of or increase in securities at the start of the business relationship with the customer, it can also demand security be provided up to twice the amount of the user framework granted. Prerequisite for this, however, is that circumstances arise or become known, which justify an increased risk assessment of the claims against the customer. This may be the case, in particular, if customer’s economic situation has deteriorated or is anticipated to deteriorate or if the value of the securities provided or are anticipated. DKV is not entitled to security if it is expressly agreed that the customer does not have to provide any security or only has to provide individually specified securities. The customer can demand the reduction of the security limit in the case of the user framework granted has been reduced.

d.) Deadline for providing or increasing security: DKV shall set a reasonable deadline for the customer to provide or increase securities. If DKV intends to exercise its right of immediate termination according to No. 13 lit. b) and/or lit. b) of these T&C-DKV, if the customer does not provide an obligation to charge fees according to the respective, applicable service fee list (No. 9 lit. b.) or charge fees according to an individual agreement.

e.) Type of securities: DKV reserves the right to demand that security be provided as a cash deposit. The cash deposit will accrue interest. Unless agreed otherwise, DKV reserves the right to determine the interest rate at its discretion, taking into account the interest rates usual for savings accounts. The interest income from the cash deposit is not available to the customer. If the cash deposit, the customer is also permitted to provide unconditional, unlimited bank sureties or guarantees from banks for the amount of the security. Prerequisite, however, is that the surety of guarantee waives all claims against the cash deposit and any claims against the security.

f.) Using and returning security: DKV reserves the right to use the security provided by the customer or third parties and to transfer or sell outstanding debts due from the customer to third parties for collection as soon as the customer is in arrears with paying an invoice. The customer’s entitlement to return or repayment prior termination of the contract or in the event of a payment of all debts from the business relationship. DKV also reserves the right to retain securities for deliveries and services not yet billed, also for a reasonable period after termination of this contract - typically 3 months.

19. Information; Customer’s duties of disclosure

a.) DKV releases the right to obtain information from credit agencies and banks.

b.) The customer shall immediately advise DKV in writing any change in company owner (the owner of its company), the joining or withdrawal of shareholders, the joining or withdrawal of directors, a change to its bank details, a change to the legal form of its company, a change in address or contact details, a change to its legal representatives, a change to its bank details, a change in address or contact details and/or the task of its business (stating the future contractability of the owners and directors).

20. Online access to the DKV secure customer area

a.) Conditions of use: Upon request, DKV allows the customer to use the secure customer area of the LEO for the access to the LEO via IT, by sending block lists or by other means that the LEO have been blocked. When using the DKV secure customer area, the technical connection to the LEO service of the authentication tool or has used the authentication tool without authorisation or if such use is unauthorised use is probable. When using the DKV secure customer area, the technical connection to the LEO remains reserved.

b.) The right to charge fees according to the respective, applicable service fee list (No. 9 lit. b.) or charge fees according to an individual agreement.

c.) The customer is responsible for ensuring the confidentiality of its account and its authentication tool, as well as for authorising third parties to use the authentication tool from access by other persons and must take all measures necessary so that use of the DKV secure customer area is secret and stored securely. It must immediately inform DKV as soon as there are reasons for suspecting that a third party has gained knowledge of the authentication tool or has used the authentication tool without authorisation or if such unauthorised use is probable. When using the DKV secure customer area, the technical connection may only be produced via the access channels advised by DKV. The customer must observe the respective security information on the website of the DKV secure customer area, in particular the measures for protecting the hardware and software used (customer system) at all times.

Part B SECURE CUSTOMER AREA OF THE DKV E-INVOICING

21. E-Invoicing

a.) E-Invoicing: The customer has to apply to DKV to participate in e-Invoicing. E-Invoicing is the electronic provision of invoices for deliveries and services as defined in Part A of the T&C-DKV, including the statutory Vat for the customer by sending information or saving information for download, which is facilitated by the DKV online service. If necessary for specific countries, “E-Invoice” includes an electronic invoice with electronic signature, which guarantees authenticity and integrity.

b.) Paper invoice: By participating in e-Invoicing, the customer accepts that normal paper invoices are replaced by this. This applies to the invoices sent to the stated invoice address and to the address stated for copy invoices. If e-Invoicing is not permitted in some countries ac-
26. **DKV’s and the customer’s right of termination, end of the toll business relationship**

DKV can prohibit the use of the toll business relationship – also irrespective of any existing general business relationship – by applying No. 12 of these T&C-DKV correspondingly – it can block the customer from using TC, subject to the conditions of No. 12 of these T&C-DKV and/or it can terminate the toll business relationship according to the provisions of No. 13 of these T&C-DKV. The customer can also end (terminate) the toll business relationship according to No. 13 of these T&C-DKV, but only if it also declares this termination to TC (overall or in respect of the billing via DKV). In any case, the toll business relationship ends automatically and without further declaration if the contractual relationship between the customer and TC ends.

**Part D  CONCLUDING CONDITIONS**

27. **Applicable law**

The law of the Federal Republic of Germany shall apply. The UN Convention of the International Sale of Goods (CISG) and any other international treaties shall not apply, even after their incorporation into German law. In case of dispute, DKV can choose to apply the law applicable in the customer’s country.

28. **Saving clause**

Should parts of these T&C-DKV be invalid, this shall not affect the validity of the remaining conditions.

29. **Place of jurisdiction**

a) For the benefit of DKV, DKV and the customer irrevocably agree that the courts of England referred to in para. b. below are to have jurisdiction to settle any claims or disputes which may arise out of or in connection with the business relationship.

b) For the purposes of para. a. above the courts which are to have jurisdiction are the High Court of Justice in London and the Mayor’s and City of London County Court or, should the Mayor’s and City of London County Court cease to exist, such other County Court as DKV shall, in its absolute discretion, nominate.

c) Notwithstanding paras. a. and b. above, the customer acknowledges the right of DKV to take proceedings against it in any other court of competent jurisdiction and the taking by DKV of proceedings in one or more jurisdictions shall not prejudice the taking of proceedings by DKV in any other jurisdiction, whether concurrently or not.

30. **Saving data**

The customer acknowledges that DKV saves data from the contractual relationship in accordance with Section 28 Federal Data Protection Act for data processing and reserves the right to transmit the data to third parties (e.g. service partners) for executing the contract.

As at: 01/2014
General Terms and Conditions of Use for DKV eServices

Introduction

DKV EURO SERVICE GmbH & Co. KG ("DKV") provides its customers with website functionality, products and services via the DKV website, applications and web services and the software provided for this purpose, hereinafter referred to in short as "eServices". The general terms and conditions of use below govern the rights and obligations of the customer ("user") regarding the use of the eServices provided by DKV.

Right of use and access to content

Subject to the condition that these general terms and conditions of use and applicable contractual supplementary conditions are complied with and that any fees due are paid, DKV grants the user restricted and basic rights to access and use the eServices; this right may not be transferred by sale or any other legal transaction. The user is not allowed to use data mining, robots or similar data capture and extraction programmes. DKV retains all rights that are not expressly granted to the user in these general terms and conditions of use. Neither the eServices nor any parts thereof may be reproduced, duplicated, copied, sold, resold or used in any other way for commercial purposes without DKV’s express consent in writing. The user undertakes not to misuse the eServices and to use them only as permitted by law. If the user does not comply with these general terms and conditions of use, the right to use the eServices granted by DKV will expire. The object of these general terms and conditions of use is the use of the eServices provided by DKV using an individual username and the associated password.

Electronic ordering of products

Where products and services can be ordered for a charge in the protected customer area, by selecting the product and clicking on the "Order" button the user submits a binding offer to conclude a contract, which DKB will bindingly accept by sending a confirmation email. The General Terms and Conditions of DKV EURO SERVICE GmbH & Co. KG apply to all transactions triggered in this respect.

Remuneration and payment terms

Where a user fee is charged for the use of any eServices, this will be stated in the respective product description. DKV reserves the right to change these prices after having given prior notice. The respective payment terms are defined in the General Terms and Conditions of DKV EURO SERVICE GmbH & Co. KG.

Term of the contract

Unless stated otherwise in the product descriptions, the contracts concerning the use of the eServices offered by DKV with the customer will be concluded for an indefinite period of time. The contract granting use may be ordinarily terminated by either party with a notice period of one month from receipt of the notice of termination. With the final termination of the contract between the customer and DKV concerning the use of the DKV Card, all other contracts concerning the use of eServices will also be terminated, without the need for separate notice of termination of these contracts. With the termination of the contract granting use, the customer’s access to the DKV eServices will be deactivated permanently. If the customer would like to use the DKV eServices again at a later time, a new contract granting use will need to be concluded for this purpose.
Data protection

In the course of providing the eServices, DKV will store and process the customer data required for this purpose. This includes the customer data already held by DKV and its affiliated companies on the one hand and the data entered by the customer/user in the eServices on the other. Further information can be found in the DKV Privacy Statement (https://www.dkv-euroservice.com/irj/portal/anonymous/datenschutz).

Warranty / liability

DKV will endeavour to provide the eServices continuously without interruption and with the error-free transmission of data. However, it is not possible to guarantee this due to the nature of the internet. Access to the eServices may occasionally be interrupted or restricted in order to allow the service, maintenance or implementation of new functions or services. DKV will endeavour to limit the frequency and length of these temporary interruptions or restrictions.

DKV will only be liable for the breach of major contractual obligations (cardinal obligations). Otherwise its liability is limited to wilful intent and gross negligence.

DKV will in particular not be liable for the operability and compatibility of the customer’s hardware and software. DKV will also not be liable for the temporary failure (loss of availability) of the servers and systems it uses or the data provided by these.

The above limitations of liability do not apply to claims made for injury to life, body or health. The same applies if liability is mandatory under the German Product Liability Act (Produkthaftungsgesetz), if DKV has made a guarantee declaration or if DKV has fraudulently concealed a defect.

Liability for links

The DKV website contains links to external third-party websites; DKV has no influence over the content of these websites. DKV can therefore assume no liability for this third-party content. The content of the linked websites is always the responsibility of the respective provider or operator of the website. The linked websites were checked at the time the links were created for possible breaches of laws. No illegal content was identifiable at the time the links were created. It is not reasonable to constantly check the linked websites unless there is a specific reason to believe that there might be a breach of law. As soon as DKV is aware of any breach of law, DKV will remove such links immediately.

Release from liability by the user

The user undertakes to indemnify DKV against all claims as a result of unauthorised or illegal use of the eServices offered by DKV and for which the user is responsible.

The user will ensure in particular that only secure passwords are used, that its passwords are kept secret and that they are changed at regular intervals and at least every 90 days. DKV recommends specifically to its customers that it considers the following criteria when issuing passwords: Passwords should contain at least eight characters and characters from at least three of the following four groups: Upper-case and lower-case characters, numbers, punctuation and special characters. Passwords that are easy to guess (e.g. date of birth) or trivial (e.g. “1234abcd”) should not be issued.
Google Analytics

The DKV eServices use Google Analytics, a web analysis service provided by Google Inc. ("Google"). Google Analytics uses “cookies”, text files which are stored on your computers and allow an analysis of the use of the website. The information produced by the cookie on your use of this website will be transmitted to and stored on a Google server in the USA. In the event of IP anonymisation being activated on this website, your IP address will however be shortened beforehand within member states of the European Union or in other states signed up to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA, where it will be shortened. Google will use this information on behalf of the operator of this website to analyse your use of the website, to compile reports on the website activities and perform further services related to the use of the website and internet for the website operator. The IP address transmitted by your browser while using Google Analytics will not be combined with other data held by Google. You may prevent cookies from being stored with an appropriate setting in your browser software; we point out, however, that in this case you will not have full use of all of the functions on this website. You may also prevent data generated by the cookie and relating to your use of the website (including your IP address) being collected and processed by Google by downloading and installing the browser plugin available at the following link: http://tools.google.com/dlpage/gaoptout?hl=de.

You can prevent data from being collected by Google Analytics by clicking on the following link. An opt-out cookie will be installed which will prevent your data from being collected when you visit this website in future: https://tools.google.com/dlpage/gaoptout?hl=de.

You can find more information on terms & conditions of use and data protection at http://www.google.com/analytics/terms/de.html or at http://www.google.com/intl/de/analytics/privacyoverview.html.

We point out that all of the websites and applications have had the code “gat._anonymizelp();” added to them in order to anonymise the IP addresses collected by Google Analytics (so-called IP masking).

Final provisions

DKV reserves the right to make changes to the eServices, terms and conditions at any time. They are subject to these general terms and conditions, the special contract terms and conditions and terms and conditions of use that are in force at the time you use the eServices. If any of these conditions are deemed to be ineffective, invalid or unenforceable for any reason, this will have no impact on the validity and enforceability of the remaining provisions.

These general terms and conditions of use are subject exclusively to German law. The place of jurisdiction is Düsseldorf.