

General Terms & Conditions of Moovick

Clients

The Client shall deliver the goods to the Service Provider for transport at the designated address and time specified in the shipping order. The Client must load, transport and secure the goods in transit and ensure their unloading. The Service Provider must provide reliable surveillance during transport, the level of which will depend on the type and scope of the specific order.

The Client must provide the Service Provider with information on the quality, specifications and special features of the goods to allow proper transport execution. This information must include details such as weight, type, quantity, dimensions and weight of individual items, packaging, etc. The Client has the right to provide instructions to the Service Provider, but if these are not clear or feasible, the Service Provider may act at their discretion. If the Client insists on following unclear or unfeasible instructions, they will be responsible for any resulting damages.

The Client must ensure that all routes to the loading and unloading points are safe and unobstructed to allow for timely loading and unloading. If access is not possible, the Service Provider may terminate the shipping order without notice, and the Client will be responsible for payment of the agreed fee. If the Service Provider terminates before loading, the Client must pay the agreed fee. If termination occurs before unloading, the Client will pay the full agreed fee and will be responsible for storing the goods at their own expense.

The Client must provide functional load securing equipment and loading aids such as tension belts or anti-slip mats free of charge as needed. The Service Provider will not return or exchange these materials and the Client must retrieve them unless a separate fee is agreed. The Client must also indemnify Moovick and/or the Service Provider for any claims made by a shipper regarding load securing and loading aids.

The Client is responsible for paying all taxes and import duties related to the cargo. The Service Provider is not responsible in this regard.

If significant differences between the agreed and actual delivery factors (route, weight, cargo properties, etc.) arise during transport, the Service Provider may adjust the agreed fee based on a fair calculation as outlined in § 315 ff. of the German Civil Code.

The Client is ultimately responsible for the cargo in the event of product deterioration resulting from inadequate packaging. When making an offer request, the Client must ensure that the weight and dimensions of the packages are clearly stated to avoid any additional charges that may result from the need to use a larger vehicle to comply with applicable laws and regulations. Information regarding the vehicles used can be found on the Moovick website.

The Client may cancel the shipping order at any time without explanation, but if cancellation occurs 48-24 hours before the agreed loading time, the Client will be charged 33% of the agreed fee. If cancellation occurs 24-8 hours before the agreed loading time, the Client will be charged 75% of the agreed fee. If cancellation occurs within 8 hours of the agreed loading time or if loading does not occur at the pickup location, the Client will be charged the full agreed fee.

Moovick may terminate the shipping order if there is a valid reason, such as false information provided by the Client, fraudulent actions, or changes in requirements that make transport execution more difficult. In the event of termination by Moovick, they may demand flat-rate damages of 100% of the agreed fee and may claim additional damages. The Client will be responsible for any additional costs incurred.

The Client must reimburse Moovick and/or the Service Provider for all additional costs incurred due to incorrect information provided for transport execution. Neither party may assign or transfer rights without the consent of the other party.

Unless otherwise specified or agreed, the Parties are not entitled to assign or transfer all or individual rights arising from their contractual relationship in text form without the prior consent of the other party.

Final provisions

German law, excluding the UN Sales Convention, shall apply to all legal relationships between Moovick and the Clients and/or the Service Providers.

For all legal disputes arising from or in connection with the Contract between the Service Provider or the Client and Moovick, the exclusive place of jurisdiction for all Parties involved at Moovick's registered office, unless mandatory statutory provisions to the contrary apply. Before any party takes any legal action against the other party, the parties must first participate in a good faith effort to resolve the dispute through mediation.

Product prices may change without prior notice. We reserve the right to alter or discontinue the Service (or any part of it) at any time without notice. We will not be held responsible for any changes, price adjustments, discontinuation or suspension of the Service to you or any other third party.

Both the client and Service Provider have the opportunity to evaluate each other after completion of a task. These evaluations can be in the form of ratings (1-5 stars) and written reviews. The reviews must be honest and truthful and must not contain any offensive or illegal content. Any violation of this may result in the removal of the review or the user being blocked, or any other appropriate action.

Users may be individuals or businesses using the platform for their own interests. Service Providers should not rely on the platform as their primary source of income and are solely responsible for any violation of tax and social security laws. Moovick is merely a platform connecting people with common interests and holds no responsibility for services or relationships between users. Users must abide by all relevant laws. The user agrees to comply with the terms of this agreement, follow community rules, and pay for services received according to the terms of this agreement. The user is responsible for verifying information about services and their costs on the Moovick platform. When using the Moovick platform, the user must follow applicable laws, including tax laws. The user must use the services for legitimate purposes, not violate Moovick's or any third party's rights, not compromise the security of third parties, and not attempt to access another person's account. The user must not advertise prohibited items and must review related information at least once a month. Continued use of the service indicates the user's agreement to changes and additions, unless otherwise stated in this agreement. Service Providers act as individuals or businesses and are not employed by Moovick. Any accidents or damages that occur during the performance of a task by users are the sole responsibility of the users and Moovick will not be held liable. The users must indemnify and protect Moovick from any related third-party claims.

The website and its content must not be used:

- for illegal purposes
- to participate in illegal activities
- to violate any international, federal, state, regional or local regulations, rules, laws, or ordinances
- To infringe on intellectual property rights
- For harassment, abuse, insult, violation, defamation, libel, slander, intimidation or discrimination based on gender, sexual orientation, religion, ethnicity, race, age, nationality, or disability
- To provide false or misleading information
- To upload or transmit any malicious code that may affect the functionality or operation of the service or any related websites or the internet
- To collect or track personal information of others
- For spamming, phishing, pharming, pretending, spidering, crawling, or scratching
- For obscene or immoral purposes
- To interfere with or circumvent the security features of the service or any related websites or the internet.

We reserve the right to terminate your use of the website or related websites and disable your account for violation or suspected violation of these terms.

Only services booked through the Moovick platform can be considered for a refund. Any agreements made outside of the Moovick platform will not be eligible for a refund. A user's cancellation may initiate a refund process, which can take up to 7 working days. For more information, please refer to our Cancellation & Refund Policy.

Moovick takes no responsibility for the accuracy, completeness, or timeliness of the information provided on its website. This information is intended for general information purposes only and should not be used as the sole basis for decision making. Using the information on the website is at your own risk and Moovick does not guarantee its accuracy. The website may contain historical information, which is for reference only and may not be the latest information. Moovick reserves the right to change the website's content at any time, but is not obligated to update it. It is your responsibility to monitor changes to the website.

Moovick does not guarantee the uninterrupted, secure, error-free, or timely use of its service. The service, content, and all information on the website are provided "as is" without any warranties. Moovick offers third-party identity verification for added security during transactions, but cannot confirm the identity of each member. Determining the identity and

suitability of other persons through Moovick's services is solely your responsibility. Moovick does not make any warranties for the accuracy, completeness, security, or timeliness of the services, user's declarations, content, or information on its platform. No information accessed through the platform constitutes a warranty not explicitly stated in the terms of use. You acknowledge that these limitations and exclusions of liability and warranty in the terms of use are fair and reasonable.

To the fullest extent permitted by law, Moovick shall not be liable for any incidental, indirect, exemplary, punitive, or consequential damages, lost revenues, or damages for loss of data or business interruption arising from the use or inability to use the platform. This applies regardless of whether the damages are based on warranty, contract, tort, delict, or any other legal theory, and whether Moovick was advised of the possibility of such damages.

These Terms of Use and any separate agreements through which Moovick provides services to you are subject to the laws of the Federal Republic of Germany and will be interpreted accordingly. Accessing the content may not be legal in certain individuals or countries. Accessing the website from outside Germany is at your own risk and you are responsible for complying with the laws of your jurisdiction. All disputes between Moovick and users or between users must first be resolved through negotiation. If resolution through negotiation is not possible, any lawsuits or proceedings arising from or in connection with the terms of use must be filed in a court in Germany, and you agree to the exclusive personal jurisdiction and jurisdiction of such courts.

Moovick reserves the right to update, modify, or replace parts of these terms of use at its sole discretion by posting updates and changes on its website. It is your responsibility to check the website regularly for changes. Your continued use of the website or service after any changes to these terms of use constitutes acceptance of such changes.

Moovick reserves the right to restrict the User's access to the Platform without prior notice, including but not limited to blocking or deleting the User's account, if there is a valid reason. The reasons for exclusion may include:

- Violation of these Terms and Conditions by the User.
- Suspicion of fraud or criminal activity by the User, without justification from the User to dispel such suspicion.
- Sending of commercial messages or any other disruptive or harmful content through Moovick's platform or app.

- Harassment of other Moovick users through the use of offensive, vulgar, or racist language.
- Failure to comply with applicable laws and regulations.