

# General Terms & Conditions of Moovick

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These Terms and Conditions constitute a legally binding agreement between you and Luggage Pool 24 UG is a Unternehmergeellschaft (limited liability company) with its registered office at Zehntgasse 7, 73655 Pluederhausen, Germany and with registration ID DE329140292 (“**Moovick**”). By accessing, using or registering with the Moovick Platform or app, you hereby acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement that we may publish from time to time. Please read this Agreement carefully. If you do not agree to all of these terms and conditions, you may not access the website or use our services.

By using the Moovick Platform, you represent and warrant that you are at least 18 years old, and are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts. All new features or information added to the website are also subject to the Terms of Use. On this website, you can view the latest version of the Terms of Use at any time.

### Definitions

**Users** - “User” or “Users” refers to a person registered on the online platform or app Moovick who use Moovick either to avail or provide a set of services.

**Clients** - “Clients” are individuals and/or businesses seeking to obtain short-term services. They post a task request for a service or make a booking for a service with a Service Provider using the Moovick Platform.

**Service Providers** - A “Service Provider” on the Moovick refers to the driver, handyman. or any professional offering their services to Clients on Moovick.

**Agreement** - Users acknowledge and agree that a legally binding contract with another User (the **Agreement**) is formed when these Users agree on the terms of a Task followed by an official booking on Moovick platform or application.

**Task** - a “Task” will be the subject of the Agreement. A Task may be, but is not limited to, office relocation, employee relocation, furniture transportation, exhibition logistics, pallet

delivery, freight transportation, van transportation, FTL transport, furniture assembly, LTL transportation, Helpers and/or handyman services.

## **Moovick is a platform**

Moovick provides a platform where Clients and Service Providers can connect and complete tasks. Clients post task requests or book Service Providers based on their desired skills and preferences. Service Providers on Moovick's platform are self-employed and independent contractors of Clients, not employees, partners, or representatives of Moovick. Moovick does not directly perform any tasks and acts only as a facilitator through the platform, not participating in the orders/bookings as a contractual party, representative, agent, or similar.

## **Account registration and verification**

To utilize certain features and services, registration for an account and membership is required. Only one account per person is allowed and account transfer to another individual is prohibited. By registering, you certify and guarantee that you are over 18 years of age and have the legal capacity to enter into binding agreements in applicable jurisdictions.

Only members with basic verification may post task requests or offer services on Moovick's platform. Verification can be achieved through email, mobile number, or ID document. Users of moovick.com must verify their identity through either basic verification (via phone and email) or premium verification (via credit card). The use of personal credit card information is required for premium verification.

Moovick reserves the right to choose or modify verification methods at its discretion.

## **Conclusion of the Agreement between the Client and the Service Provider**

A task request posted by a Client serves as a non-binding invitation for Service Providers to submit their offers based on the task specifications. If a Client accepts the offer of a Service Provider, a legally binding agreement is formed between them. Clients can also view Service Provider profiles and offers and book them directly, creating a binding agreement once the Service Provider accepts.

When posting a task request or offering services, Users must provide detailed descriptions of the tasks or skills offered, including the price, time and location, and categorization of the task. This facilitates the calculation and planning process for both the Client and Service Provider.

For the services, the Service Provider and the Client must adhere to all the information shared and agreed upon through Moovick, including but not limited to, days and hours, distance, vehicle and package requirements, pricing, etc.

## **Prohibited items**

It is the responsibility of the Client to ensure that items prohibited by law cannot be the object of an Agreement for disembarkation, transit and/or embarkation.

The following items are prohibited and not limited to:

- Dangerous materials
- Counterfeit goods
- Stolen currency
- Alcohol
- Firearms, ammunition, explosives, or chemicals
- Human remains
- Pornographic or obscene materials
- Drugs
- Products or items related to illegal activities, such as drug production
- Any object that is prohibited by law at the place of origin, destination, or in transit between the two
- Batteries
- Flammable materials such as aerosols
- Knives, batons, or other weapons
- Items without a required customs declaration.

## **Terms of payment**

The payments on the Moovick platform can be made using credit card, iDEAL or by invoices.

### **Credit Card**

Upon transmitting the transaction details, you may also provide your credit card information. Upon verification of your identity as the legitimate cardholder, Moovick will request your credit card company to initiate the payment.

### **Invoices**

The Service Provider will be paid as follows:

- 50% of the amount will be paid prior the Task
- The remaining 50% will be paid after the completion of the Task

## **For Service Providers**

The Service Provider will transport the goods intended for transport by the Client in accordance with the Agreement for the agreed remuneration and to deliver them to the consignee designated by the Client in the transport order or according to individual instructions issued for the Agreement. In addition, the Service Provider shall provide all ancillary services agreed in the respective transport order.

In accordance with Section 412 of the German Commercial Code (HGB), the Service Provider is responsible for safely loading and unloading the goods and providing standard and appropriate materials for securing the load, such as tension belts, anti-slip mats, and edge protectors. The Service Provider must also ensure that the goods being transported are adequately guarded, with the level of protection determined by the type and scope of the agreed transport order.

Before the start of the transport, the Service Provider must check the roadworthiness and completeness of the transport vehicle equipment. Any equipment that is compulsory or agreed upon in the transport order must be carried by the Service Provider until the completion of the transport.

**The agreed loading and unloading dates and times must be adhered to by the Service Provider and are binding.** If the Service Provider arrives outside of these agreed times, the shipper or recipient may refuse loading or unloading. In the case of self-inflicted delays at all collection and delivery locations, the Service Provider must pay a lump sum of 35.00 euros (thirty five euros) per hour of delay, but not more than 80% of the agreed freight charge. This liquidated damage for delayed delivery is in addition to any right to claim additional damages in accordance with applicable transport laws, and the burden of proof that the delay was not the Service Provider's fault will be on the Service Provider.

The Service Provider must transmit all proof of delivery to Moovick by electronic means immediately after the transport has been completed, but no later than two days after delivery. Failure to submit proof of delivery is a default by the Service Provider and will result in suspension of the freight payment until remedied.

The Service Provider must ensure access to its telematics systems through GPS integration or a mobile app to ensure the transportation can be monitored and tracked for security and quality assurance purposes. The Service Provider acknowledges Moovick's Privacy Policy available on Moovick.com and must provide all employees and drivers with the necessary information and notifications.

The Service Provider must use only suitable storage areas, buildings, and equipment for the transport order and must comply with legal and regulatory requirements.

The Service Provider is not allowed to tranship the goods from one vehicle to another or to relocate the goods within the vehicle unless Moovick has given prior written consent. The prohibition of transshipment remains in effect regardless of any entry in the consignment note in accordance with Article 6, paragraph 2, letter a of the Convention on the Contract for the International Carriage of Goods by Road (CMR)."

The Service Provider has specific obligations, although not limited to, the following:

- Utilize only vehicles, trailers, lifting equipment, containers, and other tools, including belts and ropes, that are in proper working order.
- Ensure that the vehicles used are appropriate for the goods being transported.
- Ensure that the vehicles used are adequately equipped for each order, including securing the vehicle against theft with technical devices (e.g. immobilizer) and instructing drivers to activate the anti-theft device when leaving the vehicle.
- Protect all trailers, lifting equipment, containers, and other tools under their control and responsibility against theft.
- Provide Moovick with true copies of any necessary certificates for the transport order (e.g. ISO, TAPA TSR, GDP, IFS, HACCP certificates) upon request before transport.
- Ensure that the vehicles, trailers, lifting equipment, and other tools used, as well as the drivers, comply with all relevant laws and regulations, have the required permits and approvals, and meet all official requirements.

In case one of the Service Provider's vehicles for transport fails, the Service Provider must provide a suitable replacement vehicle, regardless of the cause of the failure. If the Service Provider cannot provide a replacement vehicle or do so in time to complete the transport order as agreed, Moovick may provide a replacement vehicle for a fee to be paid by the Service Provider after a reasonable period has passed. If the loss of the vehicle is the Service

Provider's responsibility, Moovick may deduct the costs for the replacement vehicle and any resulting delay from the remuneration owed to the Service Provider.

**The Service Provider must obtain Moovick's written approval before appointing a subcontractor** as the accommodation Service Provider. Approval will be granted only after Moovick has thoroughly reviewed and approved the subcontractor's licenses, authorizations, and insurances. The Service Provider must also enter into a contractual agreement with the accommodation Service Provider, requiring the latter to comply with the provisions of these Terms and conditions to the same extent as the Service Provider.

The Service Provider is responsible for selecting subcontractors, and must make this selection with due care and diligence. The Service Provider must also ensure that the subcontractor has all necessary insurance policies and certificates for executing the transport order. The Service Provider remains liable for the performance of the transport order as a principal.

If the Service Provider fails to comply with these obligations, it will constitute a material breach of the agreement. Moovick has the right to impose a contractual penalty of one thousand (1000) euros per load. Moovick will withhold payment to the Service Provider until it receives proof of payment by the Service Provider to the subcontracted Service Provider. This is in addition to Moovick's right to claim further damages.

**The employees and/or subcontractors of the Service Provider shall be obliged in particular, but not exclusively, to comply with the following provisions:**

- EU Regulations 1071/2009 and 1071/2009;
- Minimum Wage Act (MILog);
- the German law to combat illegal employment in commercial road haulage (GüKBillBG);
- relevant national regulations and standards of all EU countries in the case of a cross-border transport order;
- the German Road Haulage Act (GüKG).

In addition, the Service Provider, the drivers employed by him and any subcontractors employed by him shall be obliged to:

- Carry a journey report booklet according to Art. 5 of the CEMT guideline while driving;

- for foreign drivers from third countries (non-EU/EEA countries) and subcontractors from an EU/EEA country: carry a valid driving license, a valid passport or identity card and, if necessary, an original work permit or negative tests and - if necessary - an officially certified translation
- the use of vehicles registered for the carriage of goods by road in the State in which the Service Provider is established and which comply with the relevant provisions, in particular from a technical point of view;
- Compliance with the legally prescribed driving and rest periods;
- Carry accident leaflets
- Compliance with a 0.0-alcohol-per-km limit or any other substances influencing the ability to control a vehicle for drivers.

The Service Provider warrants that it will observe all applicable export control laws and regulations and will not maintain any relationships with persons or organizations subject to restrictive economic measures by relevant national governments or international organizations for export control and economic sanctions purposes.

The Service Provider is obliged to follow order-related instructions of the consignor and Moovick in particular with regard to loading and unloading dates and the execution of transport.

The Service Provider shall inform Moovick of obvious inaccuracies and infeasibilities in the instructions he has given.

**The Service Provider is obliged to inform Moovick immediately of all circumstances essential for the fulfillment of the transport order.** This applies in particular to obstacles to carriage, delivery and transport occurring on the part of the Service Provider, to recognisable transport damage to the goods and loss of goods, to accidents, vehicle breakdowns or delays in transport. In such a case, the Service Provider shall immediately inform Moovick and obtain instructions from Moovick. The Service Provider must immediately report any theft or robbery in connection with the transport order to the police and inform Moovick. In the event of an accident, the Service Provider shall in all cases inform the police and, after the accident has been recorded, request a written accident report or a similar document. This accident report must be sent to Moovick in a clearly legible copy.

In the event of disruptions to performance caused by the Service Provider, the following provisions shall apply:

If the Service Provider does not pick up a load through his own fault at the agreed time, it must remedy the situation at its own expense within three (3) hours of the agreed collection time by taking another route to the pickup point.

The Service Provider shall be liable for all damage caused to the shipper, the consignee or Moovick as a result of a delay in collection or delivery culpably caused by him. The Service Provider shall indemnify Moovick upon first request against any claims of customers arising from the culpably caused collection or delivery.

Notwithstanding any mandatory applicable domestic laws, in national freight transport (including the provision of ancillary contractual services), the Service Provider shall be liable in accordance with ADSp 2017 (para. 22 et seq. ADSp 2017) and in international transport in accordance with the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

The Service Provider shall be held liable for all material damage and personal injury caused by its negligence to the property of Moovick, the customer, the consignor, the consignee, and its employees, bodies or other persons, as well as to the property of other third parties.

Moovick shall only be held liable for damages if its legal representatives or agents are found to have acted with intent or gross negligence.

Liability is limited to typically foreseeable damage at the time the contract was formed, unless Moovick, its legal representatives, or senior executives are found to have acted with intent or gross negligence.

These limitations of liability shall also apply to claims for damages arising from tort, except for claims for damages arising from injury to life, body, or health, as well as those under the Product Liability Act or mandatory provisions of the CMR and the German Commercial Code.

If Moovick terminates the transport order more than twelve (12) hours before the agreed collection time, the Service Provider shall not be entitled to any compensation.

If Moovick cancels the transport order within twelve (12) hours prior to the agreed collection time, the Service Provider may claim compensation, limited to the amount specified and agreed in the transport order, or, if not agreed, in accordance with the accessorial rate table attached as Annex 1 to these conditions.



Moovick may terminate the transport order free of charge within 30 minutes of sending an email confirmation, if there is a recognized interest for Moovick in doing so, such as the identification of a human or technical error in the drafting or transmission of the transport order, or if the client of Moovick terminates the transport order at short notice.

The Service Provider is not entitled to any additional claims arising from the termination.

If the Service Provider terminates the transport order confirmed by Moovick prior to the time of collection, the Service Provider shall compensate the resulting damages, including all additional expenses incurred by Moovick for hiring an alternative Service Provider.

The Service Provider shall maintain insurance coverage for consequential damage to goods and motor vehicle liability insurance with customary and appropriate coverage amounts and shall provide proof of insurance by presenting the insurance certificates upon request. The Service Provider must carry the relevant documents during transport.

Additionally, the Service Provider shall obtain business liability insurance with customary and appropriate coverage for personal injury, property damage, and pecuniary loss.