

## DROPBOY ApS – User Agreement

October 2019

### **1. Introduction and definitions**

You, hereinafter referred to as "the User", are hereby entering a User Agreement with the software company DROPBOY ApS, Sundkaj 125, DK-2150 Nordhavn, company registration No. 39189151, Denmark, hereinafter referred to as "Dropboy".

Dropboy is granting the User access to a subscription based online service on [www.dropboy.com](http://www.dropboy.com), [app.dropboy.com](http://app.dropboy.com), [www.wuxus.com](http://www.wuxus.com), [app.wuxus.com](http://app.wuxus.com) or via other website, mobile app or any other application provided by Dropboy (hereinafter referred to as "the Platform") with the functionality which may at any time be available. This User Agreement, as well as all terms and policies linked to this agreement, set out the terms and conditions under which Dropboy offers the User access to the Platform. This user agreement is effective immediately upon accepting it.

### **2. Signing up for an account**

The User must sign up for an account through an online registration process to deploy the system. Upon sign up the User will gain free and full access to the Platform for 30 days. After 30 days the access and functionality will be limited unless the user enters a paid subscription plan.

It is a condition for signing up for accounts at Dropboy, that the account is signed up by an owner with a legal publicly registered company in normal

operation, that each individual user, who uses the platform on behalf of the owner is authorized to do so and can enter binding agreements, that no users are less than 18 years of age, that each individual user has a valid email address, that the account cannot be transferred to others. However, there can be a change of administrator in case of mergers and acquisitions.

You agree to register your personal and business-related information, including but not limited to physical addresses, contact telephone numbers, email addresses and company registry data in the Platform. Moreover, you agree to keep this information up to date.

### **3. Dropboy Platform**

The Dropboy Platform is made available to the User. The Platform is a subscription and transaction-based software program developed for companies with transportation needs as well as companies which undertake the transport for others (e.g. haulers). On the Platform, the User can enter haulage contracts on their own terms. Dropboy imposes no terms on the User's haulage contracts. Dropboy cannot be held responsible for any inputting mistakes made by the Users on the Platform.

Dropboy uses an API to connect the Users with our Platform. If our API does not work making it impossible to use our system, Dropboy cannot be held responsible. The Users may not attempt to or carry out reverse engineering or otherwise derive source codes, trade secrets or know how from our API with the intent of disclosing this information to third parties or develop, manufacture or

market a program equivalent to the Dropboy Platform. The Users may only use our API to create interoperability between our Platform and the User's own systems. The User must follow the documentation.

#### **4. Terms of payment**

The fee for usage of the Platform must be paid in accordance with Dropboy's list prices exclusive of Danish VAT 25%. List prices are available on [www.dropboy.com](http://www.dropboy.com) or in accordance with the prices quoted by a third party, provided that the User has ordered the service from such third party.

All new Users are eligible of trying the Platform 30 days for free (trial subscription). If the User after ending the trial subscription period does not enter a paid subscription plan, the User's access to functionality on the Platform will automatically be limited. If a trial subscription is not converted by the User into a paid subscription plan at the latest 6 months after ending the trial period, Dropboy reserves the right to close access to the Platform and delete the full user profile and all data which has been typed, uploaded or in any other way entered in the Platform. A trial subscription is only eligible by Users who have not previously been registered as a User on the Platform or have made use of a trial subscription.

It is free to use the platform to handle orders received from an existing subscriber. Subscription is applicable to create new orders and tasks.

Subscription as well as renewal of monthly subscriptions are invoiced on an annual and prepaid basis. Should the User wish to receive monthly invoicing, an additional 30% will be added to the subscription fee. The fees for add-ons and

transaction-based services, as for example orders/deliveries exceeding the number included in the subscription plan price, are calculated and invoiced on the 1 working day of each month for transactions incurred during the past calendar month. Unless otherwise agreed all payments will take place via automatic transfer from the User's registered credit or debit card. If sufficient funds are not made available by the User on the renewal date, Dropboy will make further attempts to request the payment from the credit or debit card, or other payment method which the User may have made available. Dropboy may suspend access and/or functionality on the Platform if the subscription fee has not been paid latest on the renewal date. Full access and functionality will be restored with respect to the User's subscription plan as soon as the payment is completed. In case the User has not paid the subscription fee latest 6 months after suspension of access and/or functionality, Dropboy reserves the right to close access to the Platform and delete the full user profile and all data which has been typed, uploaded or in any other way entered in the Platform.

For the service of forwarding an invoice to the User by email or regular mail a fee of DKK 45 is applied. The payment due date on forwarded invoices is 8 days calculated from invoice date.

Dropboy is entitled to apply penalty interests, reminder fees and/or debt collection fees on delayed invoice payments in accordance with applicable law.

Dropboy reserves the right to change the terms of payment at any time, and in which occasion the User will receive a notification. A notification of a change in the terms of payment will always be sent to the User at least 14 days before it takes effect. In the interim period the current terms of payment will apply.

## **5. Terms of payment for transport services**

Dropboy takes no responsibility for invoices, or the payment of invoices, following from transport assignments which the User may have submitted or received via the Dropboy Platform. Haulers themselves issue invoices to the transport buyer in accordance with their own independent agreement.

## **6. Disclaimer in relation to certain goods**

The users must abide the legislation.

It is not allowed to enter haulage contracts for illegal goods such as explosives, drugs, weapons and ammunition or for goods that will be applied to or have been obtained in relation to illegal actions.

If such haulage contracts are entered, Dropboy cannot be held responsible. Both transport buyers and haulers who enter such haulage contracts are immediately expelled from the Dropboy network. In addition to this their profiles are also deleted.

## **7. Terms of insurance, licenses and certificates of hauliers**

The User's/hauler's vehicles must be registered and approved in the country(ies), in which the User/hauler is registered as a user on the Platform.

Each vehicle must be insured and certificated for conveyance of goods in accordance with the demands in the country(ies) in which the hauler is registered as a user on the Platform.

In addition, the User/hauler must always hold a valid cargo liability insurance.

Finally, the drivers must have the licenses and certifications required to conduct the offered transports. The User/hauler warrants the lawfulness of the drivers' licenses.

## **8. Terms of user behavior**

It is not allowed to post or exchange information on the Platform or at any Dropboy website or the internet in general, which in any way is false or can be interpreted as false, inaccurate, or in any other way is misleading to a transport buyer or a hauler. Dropboy reserves the right to remove such content on our websites.

If the User on the Platform makes improper remarks about other users, the User can get his profile deleted.

If you at any point become aware of inappropriate information on any of the domains operated by, or linked to by, Dropboy, you are requested to inform us hereof by email to [contact@dropboy.com](mailto:contact@dropboy.com).

## **9. Cookies and other data collection technologies**

We use cookies and certain other data collection technologies on the Dropboy Platform and websites, to register information and to which collection the User hereby consents in accordance with our [Privacy Data Policy for Website visitors](#).

## **10. Terms for GPS geolocation data**

Dropboy utilizes the GPS chip in mobil phones and other devices to register and track actual geolocations. The User hereby authorize Dropboy to utilize, register and share with the transport buyer, the GPS geolocation data as long as the User/driver is logged in on the Dropboy app with status "Online".

Dropboy utilizes and shares the GPS geoposition data with the party which the User may be undertaking transportation assignments for. It is the User's responsibility to instruct own drivers about the built-in GPS tracking in the Dropboy app.

## **11. Terms of privacy and protection of personal information**

In managing your profile information, Dropboy will always abide by applicable laws governing protection of such data, including the EU General Data Protection Regulation (GDPR). By using Dropboy, and/or registering for a Dropboy account, you expressly consent to Dropboy collecting, using, disclosing, and retaining your personal information as described in our [Privacy Data Policy for Production](#).

Dropboy reserves the right, however, to disclose your profile information to Dropboy's parent companies, subsidiaries, affiliated companies and their directors, officers, agents, and employees. This also includes disclosure to other business entities in relation to mergers & acquisitions, to the extent permitted by law.

Dropboy furthermore reserves the right to disclose your profile information to the Police and law enforcement agencies, in the event such information is required in relation to a criminal investigation or otherwise subpoenaed. Dropboy will, as a matter of course, share your profile information with customers or service providers with the purpose of facilitating a legally binding contract between the two parties.

All profile information collected will be stored on servers, either owned by Dropboy or owned by hosting providers selected by and contracted by Dropboy. All hosting providers have entered GDPR Data Processor Agreements (DPA) with Dropboy and is obligated to operate within the framework of this user agreement.

## **12. Data Processor Agreement**

When you provide content in the form of data and information, of any kind, to the Dropboy Platform, website or other Dropboy managed media, including via email, this data can contain personal data pertaining to private as well as business persons. In respect of such personal data, and in accordance with EU's GDPR regulations, Dropboy take up the role as Data Processor for the User's data as well as the User's customer data. By accepting the terms of this user agreement the User also accepts a [Data Processor Agreement](#) (DPA) between Dropboy and the User.

Dropboy provides all customers access to historical order data 6 month back in time from the date when an order was created/uploaded. Should a customer wish access to older order data this must be separately agreed with Dropboy.

## **13. Terms for disclosure of information**

It is not allowed to disclose, to any third party whether registered at Dropboy or not, names, addresses, telephone numbers, email addresses or any other personal data. However, you may share this information with your own entities and those of your contracted and your own staff.

## **14. Intellectual Property**

Dropboy is a protected trade mark, and our software and all its components are the property of Dropboy ApS. You are not allowed to copy, distribute, sell or lend any part or any content of our software. The users solely acquire a right to use our system. If you become aware of any information or content on Dropboy's websites that you believe infringe on the copyright or Intellectual Property Rights of others, you must without undue delay inform Dropboy hereof, via email to [contact@dropboy.com](mailto:contact@dropboy.com).



## **15. Disclaimer in relation to use of the Dropboy Platform**

By using our software and our website, you certify that you are doing so at your own risk. If our system gets hacked and changes are made to the users' transport agreement or data is lost or the transport agreement is deleted, Dropboy cannot be held liable.

Dropboy continuously performs security maintenance on the Platform.

If the User's internet connection does not work making it impossible for him to enter haulage contracts through the Platform, Dropboy cannot be held liable. If an unexpected outage on the Platform makes it impossible for the User to enter haulage contracts, Dropboy cannot be held liable.

Dropboy does not guide or define prices or other terms in relation to haulage contracts. Dropboy cannot be held responsible for transport agreements entered through our system or for damages occurring directly or indirectly.

Additionally, you agree not to hold Dropboy (including parent companies, subsidiaries, affiliated companies, officers, directors, agents and employees) liable for any damages or losses, including but not limited to revenue, profits, goodwill, reputation or other intangible losses of any kind, whether direct, indirect or consequential, resulting from your use of Dropboy's services.

## **16. Breach of the user agreement and reopening of accounts**

Any breach of any terms and conditions outlined in this user agreement, or any sign that you are otherwise acting outside the spirit of this user agreement, may lead to suspension or termination of your user agreement with Dropboy.

If your account is suspended, it can be reopened by Dropboy, at the sole discretion of Dropboy, only if the situation warrants such reopening.

In this case, you must send an email to [contact@dropboy.com](mailto:contact@dropboy.com) in which you describe why your account should be reopened. Dropboy will then decide the matter.

## **17. Denunciation of the user agreement and cancellation of subscription**

The User can at any time denounce this user agreement and cancel his subscription either via the Platform or by sending an email to Dropboy at [contact@dropboy.com](mailto:contact@dropboy.com). Dropboy will then delete the User's profile and collected data. All add-on and transaction-based fees incurred on the Platform must be settled before Dropboy can close the User's profile.

Timely cancellation of subscription must happen either via the Platform or by sending an email to Dropboy latest 48 hours before the renewal date.

## **18. Release**

If you encounter a legal dispute with another user of our software contracted through our system, you release Dropboy (including parent companies, subsidiaries, affiliated companies, officers, directors, agents and employees) from any claim of any kind related to such a dispute.

## **19. Indemnity**

If Dropboy, because of a dispute or a claim involving you or because of your abuse or breach of this agreement, or because of your breach of any law or any right of a third party, is sued, you agree to hold Dropboy (including parent companies, subsidiaries, affiliated companies, officers, directors, agents and employees), indemnified from any such claims or suits, including reasonable legal fees.

## **20. Dispute resolution and choice of law**

You agree that this user agreement, and any claim or dispute arising between you and Dropboy, shall be interpreted in accordance with the laws of the Kingdom of Denmark, and that any suits shall be filed in a Court of Law in the Kingdom of Denmark under Danish legislation.

## **21. General**

If any provision of this user agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions under this user agreement.

Headings are solely for reference purposes and do not limit the scope or extent of any section.

Dropboy may amend this user agreement at any time by giving you a notice of 14 days in advance.