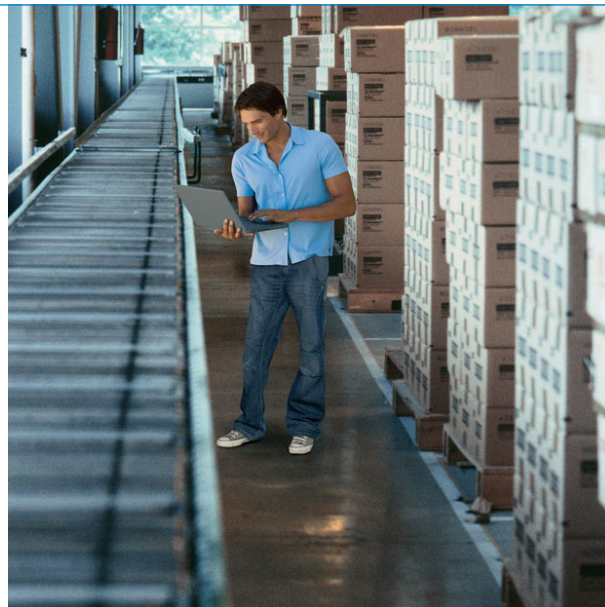


# General Terms and Conditions

version 1.0 - June 2008

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 **Teleroute**  
a Wolters Kluwer business



## Teleroute Conditions

Thank you for choosing to become a customer of Teleroute. Teleroute offers various products and services to the transport sector. Our principal activity is the exchange of freight, but a lot of value-added products and services are available to your company.

This document describes the rights and duties that are applicable to your relationship with Teleroute. This document naturally contains the legal clauses, but in order to make you familiar with the most important clauses, we have added a section entitled Frequently Asked Questions. Please note that this document has been drafted for your convenience, and does not replace the General and Special Terms and Conditions.

We invite you to read the General and Special Terms and Conditions carefully.

Having a table of contents attached, you can quickly find the clauses you are looking for.

We hope that you enjoy a high quality and continuous customer experience with Teleroute!

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# General Terms and Conditions relating to Teleroute Products

*Notice: Please read these terms and conditions relating to Teleroute Products carefully. By downloading, installing, copying, accessing, or using all or any portion of the Teleroute Products you agree to these terms. If you are accepting these terms on behalf of a company or other legal entity or on behalf of another person, you represent and warrant that you have full authority to bind that person, company, or legal entity to these terms. You agree that these terms are enforceable like any written negotiated agreement signed by you. If you do not agree to these terms, do not download, install, copy, access, or use the Teleroute Product.*

## 1. Subject and scope

These general terms and conditions ("General Terms and Conditions") govern the provision and use of the products and services supplied by Teleroute ("Teleroute"). Teleroute's systems, network and service platform are jointly referred to hereinafter as the "Teleroute Service Platform". The products and services of Teleroute including the access to and use of the Teleroute Service Platform, are referred to jointly hereinafter as "Teleroute Products". In this Agreement, the term "Teleroute" refers to Teleroute NV, or one of its subsidiaries, parent company and its affiliated companies as specified on the application and registration form. As well as being stated on the application and registration form, the address of the Teleroute entity concerned and the addresses of the other Teleroute entities can also be found on the website, [www.teleroute.com](http://www.teleroute.com).

There may at any time be deviations from these General Terms and Conditions by way of Special Terms and Conditions that relate to a specific Teleroute Product ("Special Terms and Conditions"). The General Terms and Conditions shall apply to all Teleroute Products, including those products and services described in the Special Terms and Conditions, but the stipulations laid down in the Special Terms and Conditions take precedence over those in the General Terms and Conditions.

These General Terms and Conditions, together with all applicable Special Terms and Conditions, together constitute the entire agreement ("Agreement") between Teleroute and the customer subscribing to the Teleroute Products ("Customer"). In addition to the Agreement, there are also the technical system requirements, online manuals and technical attachments that apply to Teleroute Products (collectively "Documentation"), with which the Customer states it will comply and will ensure compliance.

The Customer agrees to waive its own general and special terms and conditions, even where it is stated therein that only those conditions may apply.

## 2. Use of the Teleroute Products

### 2.1. General

The Customer acknowledges and accepts that it is responsible for the actions and omissions performed by all users ("Users") making use of the Teleroute Products through the Customer's subscription under the Agreement. The User may be the Customer itself (for its own professional use) or any other persons (e.g. the Customer's employees) within the company of the Customer for which the Customer requests the use of the Teleroute Products. Subscription to and use of Teleroute Products is strictly limited to transport professionals holding a valid transport license during the entire term of the Agreement. The Customer agrees to provide Teleroute with a copy of its transport license and at least one valid email address. The Customer agrees to promptly inform Teleroute in writing in the event of any change to its transport license or email address.

The Customer warrants that the Teleroute Products are used in accordance with this Agreement, the Documentation, all applicable national and international legislation and, in general, in a responsible manner, exclusively for its own and admissible professional purposes and without breach of the rights of third parties. In particular, the Customer agrees and ensures that its Users agree (i) not to submit any fictitious freight or vehicle offer; (ii) to immediately withdraw from the database any offer in respect of which a final agreement has been concluded; (iii) not to mention any price in connection with its offer in the open freight exchange; (iv) not to enter any text other than directly related to freight or vehicle offers; (v) to communicate any useful or legally required information as to the specific nature of the freight, such as information regarding any possible danger; (vi) not to give any incorrect or incomplete information as to its own capacity and to promptly inform Teleroute of any modification thereof; (vii) to strictly confine the use of the Teleroute Products to its own precise commercial needs as they exist at its site, it being understood that any other undertaking, subsidiary, affiliate, branch, agency or site of the User is regarded as a third party; (viii) to notify Teleroute immediately in the event of a malfunction in the Teleroute Products; (ix) not to resell the Teleroute Products or to commercialize the results of the Teleroute Products; (x) to correctly execute the final agreements concluded as a result of the acceptance of an offer submitted through a Teleroute Product; (xi) to consult and/or submit offers presented by the Teleroute Products only through the correct use of the Means of Access and the Teleroute Products, and (xii) not to consult and/or submit offers presented by the Teleroute Products through websites or databases other than those made available by Teleroute.

Neither the Customer nor the Users are permitted to make modifications to Teleroute Products. The Customer is liable for and will hold harmless and indemnify Teleroute against any damage, loss, costs or expenses that may arise as a result of (i) modifications made to Teleroute Products or the Teleroute Service Platform that are not permitted or not accredited by Teleroute, and/or (ii) the use of Teleroute Products by the Customer or its Users in a manner that does not correspond with this Agreement, the Documentation and, in general, all applicable laws, decrees and other legal instruments.

Teleroute may offer free trial, demonstration or evaluation versions of its products. Unless otherwise agreed, use of free trial, demonstration or evaluation versions is governed by the General Terms and conditions and the relevant Special Terms and Conditions. Teleroute has the right to make additional terms and conditions applicable to such free trial, demonstration or evaluation versions. Such additional terms and conditions will be communicated prior to the subscription to the free trial, demonstration or evaluation version. Free trial, demonstration and evaluation versions are limited in scope, time and do not offer the full functionality of the paid versions. After the termination or expiry of the free trial, demonstration or evaluation version, the Customer (i) will choose whether or not it will subscribe to the paid version, (ii) shall cease and cause its Users to cease the use of the free trial, demonstration or evaluation version and (iii) shall not subscribe and cause its Users not to subscribe to the same free trial, demonstration or evaluation version.

The Customer undertakes not to use, and will see to it that its Users do not use Teleroute Products to (i) download, send, or disseminate data containing viruses, worms, spyware, malware or any other similar malicious programs; or (ii) carry out any calculations, operations or transactions that may interrupt, destroy or restrict the functionality of the operation of the Teleroute Service Platform or any program, computer or means of telecommunications.





The Customer is responsible for making its own enquiries and verifications with respect to the reliability and integrity of the freight and vehicle offers and the companies or persons having submitted such offers. In order to encourage open and honest trading and a safe market place, Teleroute may offer a tool which provides feedback regarding the fact whether or not a transport company using Teleroute Products meets certain objective criteria. The feedback generated by such tool is based on the information available to Teleroute and is provided for information purposes only. The Customer acknowledges and accepts that Teleroute will bear no liability towards the Customer with regard to (i) the correctness, integrity and truthfulness of the information submitted by any customer or user of the Teleroute Products or (ii) the verification of the information and/or documents (including identification data, transportation license numbers, etc.) submitted by any customer or user making use of the Teleroute Products. The Customer is liable for any damage that may result from the provision of incorrect or incomplete information and/or documents by the Customer and/or its Users.

## 2.2. Registration

Subscription to and use of Teleroute Products requires prior registration. Registration requires the submission by the Customer of the information and documents requested by Teleroute, including identity, legal authority and other specific capacities and powers of the Customers and Users.

The Customer ensures that the Users are informed of the terms of the Agreement and make a statement agreeing with the processing of personal data as set forth in article 8 of the General Terms and Conditions. Upon the request of Teleroute, the Customer will provide Teleroute with a copy of this statement, as well as any other information and documents that are relevant for the registration of Users.

Subject to registration, Teleroute will provide the Means of Access (as defined below) through which the relevant Teleroute Products can be accessed.

The Customer guarantees that all information and/or documents provided, and where applicable those of the Users, are correct. The Customer acknowledges and accepts that Teleroute bears no liability regarding verification of the information provided by the Customer. The Customer will notify Teleroute promptly of any change to the information and documents provided by the Customer to Teleroute. The Customer has the obligation to inform Teleroute immediately when a User has left the company of the Customer, so that the account of this User can be deactivated.

Teleroute reserves the right to suspend and/or terminate the subscription to Teleroute Products following the submission of incorrect information by the Customer and/or its Users.

Teleroute has the right to deactivate, without prior written notice, accounts or logins that have not been used during a period of three (3) months.

Teleroute reserves the right to refuse the registration in case of non-compliance with the requirements and terms set forth in this Agreement.

## 2.3. Required hardware, software and services

The Customer acknowledges that it is responsible for the choice, purchase and operation of the hardware, software and/or telecommunication services required to connect with the Teleroute Service Platform and use of the Teleroute Products. Such hardware, software and/or telecommunication services need to meet the minimum requirements set forth in the Documentation. The Customer is responsible for the installation and related

costs of purchasing and/or licensing such hardware, software and/or telecommunication services. Teleroute is not liable for hardware, software, products and services of third parties, such as telecommunication equipment, internet connections, operating systems and internet browsers. Teleroute Products that need to be installed on the Customer's computer systems or third party products whether or not embedded in the Teleroute Products may be subject to separate terms and conditions.

Teleroute reserves the right to modify at any time the requirements with which the Customer's software, hardware and telecommunication facilities must comply. The Customer will be informed of those modifications in accordance with article 12.1 (General Notifications).

## 2.4. Security and Means of Access

The use of the Teleroute Products requires the combination of a User login, a password and specific Teleroute access procedures (referred to jointly hereinafter as "Means of Access") which are strictly personal.

The Customer undertakes to comply strictly with and to ensure the compliance with the appropriate procedures regarding access to Teleroute Products, laid down in the documents provided for that purpose or which are accessible for the Customer, including the Documentation and the Agreement. The Customer guarantees to inform all Users of all appropriate information, including the Documentation and the Agreement and any changes thereto. The Means of Access are strictly personal and the Customer is responsible for the safeguarding, confidentiality, security and appropriate use of the Means of Access by him and its Users and undertakes to take all steps to prevent any unauthorised third party from gaining knowledge and making use thereof. The Customer hereby agrees to indemnify and hold harmless Teleroute against any and all claims or demands from third parties arising from the dissemination by the Customer of incorrect information about the Customer and/or Users.

The Customer will notify Teleroute immediately by email or fax of the loss, theft, breach of confidentiality or any risk of misuse of the Means of Access. Without prejudice to the Special Terms and Conditions, the Customer is fully and unconditionally responsible for any use of Teleroute Products, as well as for any detrimental consequences that may arise directly or indirectly therefrom, until the time that such notification is made.

If Teleroute has any reason to suspect that the confidentiality and/or security of the Means of Access has been breached or that Teleroute Products are being misused, Teleroute may, without prior notice, suspend access to the Teleroute Products, at its sole discretion on a Customer or User level.

The Customer acknowledges having been warned that Teleroute reserves the right to refuse access to a User using a Login and password when a session is already open on another computer where another User is using the same Login and password.

The Customer acknowledges and agrees that Teleroute Products may be ordered online through the Teleroute website and using the Means of Access provided by Teleroute to the Customer and/or the Users appointed by the Customer. The Customer accepts and agrees that any online subscription and/or order of a Teleroute Product by the Customer and/or a User using such Means of Access will constitute a binding subscription and/or binding order on behalf of the Customer. The Customer represents and warrants that any user of the Means of Access has the full authority to bind the Customer, including but not limited to (un-)subscribing to Teleroute Products, accepting additional terms or changes.





### 3. Teleroute's obligations

All obligations of Teleroute will be executed with reasonable care and skill. Teleroute will take the commercially reasonable steps to ensure the continuity of Teleroute Products. However, unless specified otherwise in the Special Terms and Conditions, Teleroute cannot guarantee that a product or service will meet Customer's or its Users' specific expectations, objectives or requirements.

If and to the extent applicable, Teleroute will make available the necessary training for the Teleroute Products against the conditions mentioned in the Special Terms and Conditions.

Teleroute may suspend the availability of Teleroute Products for reasons that include maintenance. Any such suspension will be notified in any way that Teleroute sees fit insofar as this is possible. Such suspension of services cannot in any way incur Teleroute's liability or lead to any entitlement to compensation. Such suspensions will also not last for more than a reasonably acceptable duration. Although such suspensions may be required during business hours in urgent circumstances, Teleroute will endeavour to avoid suspensions during business hours.

For updates, new versions or options, additional charges may be announced by way of the publication of a notice of change, in accordance with article 12.1 (General notifications). The guarantees stated in the Agreement are the only guarantees made by Teleroute regarding the Teleroute Products and are given in lieu of all other guarantees, including implicit guarantees or guarantees not to breach the rights of third parties.

### 4. Internet access to the Teleroute Products

Teleroute Products are made accessible through the internet. Due to the dependency on the internet and taking into account its volatile and sometimes unstable nature, it is possible that access to the Teleroute Products is not available, for which Teleroute cannot be held liable.

Furthermore, the Customer acknowledges and accepts that a secure internet and network environment is a prerequisite for gaining access and using the Teleroute Products. Although Teleroute will undertake all reasonable efforts so that the connection established between the Teleroute Service Platform and the User's infrastructure are of a secure type, Teleroute cannot be held liable for any insecurity caused by the User's computer, operating system, internet connection, firewall, network, etc.

The Customer (and its Users) itself, and not Teleroute, is responsible for updating any security-related aspect of its network environment, including applying patches, updating firewalls, installing and keeping up-to-date virus scanners, scanning for spyware, malware and other malicious code, etc.

The Customer (and its Users) itself, and not Teleroute, is responsible for (the costs of) its internet connection.

The Customer acknowledges that certain Teleroute Products allow Teleroute to perform online updates or upgrades without the Customer or its Users having to each time specifically approve such updates or upgrades.

### 5. Changes

In view of the service provision by Teleroute and also given the further development of Teleroute's services and products, this Agreement (including the contractual stipulations, the rates, the look and feel of the Teleroute website, etc.) may be subject to modifications by Teleroute. In the event of such changes, the Customer will be informed of the change in the manner stated in article 12.1 (General Notifications). For the avoidance of doubt, Teleroute reserves the right at all times to update/upgrade the Teleroute Products and/or make changes to the technical characteristics and specifications of Teleroute Products and/or the corresponding Documentation without giving prior notice.

### 6. Term and termination

The Customer subscribes to each Teleroute Product for the term stated in the applicable Special Terms and Conditions. In the event no term is stated, the subscription is for an initial period of one (1) year starting from the moment the Teleroute Product is activated by Teleroute following the subscription by the Customer. The term of the subscription will tacitly be extended for successive one-year periods unless either party gives written notice to the other party in accordance with article 12.2 (Specific Notifications), at least three (3) months before the scheduled date of expiration of the initial term or any extended term, that the term of the subscription to the Teleroute Product will not be so extended (unless imperative law permits it to terminate earlier).

In the event of breach or in the event of risk of breach by the Customer and/or any of its Users of the terms of this Agreement, Teleroute has the right to suspend access to Teleroute Products wholly or partially with immediate effect, without prior notice of default and without giving the Customer (and/or any of its Users) any right to compensation. The Customer will be notified of such suspension. In addition, Parties agree that complaints by different hauliers against one and the same company are also considered as a breach allowing Teleroute to suspend the access and/or terminate in accordance with this Agreement.

Either party may, without prejudice to its right to full compensation, terminate the Agreement without additional notice of default, with immediate effect and without the intervention of a judge, if the other party has not complied with an essential obligation under the Agreement and if such omission has not been rectified within thirty (30) days after the notice of default (provided in accordance with article 12.2 (Specific Notifications) has been issued. The parties agree that non-compliance with the payment obligations, the obligations stated in article 2 (Use of the Teleroute Products) and 3 (Teleroute's obligations) and 13.1 (Business ethics), the obligations regarding intellectual property rights and the provision of accurate identification details (in relation both to the Customer and the Users) shall be considered as essential obligations under the Agreement.

The Agreement may be terminated with immediate effect and without the intervention of a judge in the event of a cessation of business activities, bankruptcy or liquidation. In such event, all amounts paid by the party in a situation of ceasing its business activities or bankruptcy or any equivalent proceedings, will be considered as definitively acquired. Termination by the Customer may never give rise to the reimbursement of monies already paid.

### 7. Rates and invoicing

The Teleroute Products will be invoiced in accordance with the conditions and the specific rates set forth in the Special Terms and Conditions. Teleroute does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

Charges are exclusive of value added tax and any other applicable duties and taxes (other than taxes on Teleroute's income), however designated, which shall be added to invoices appropriately.

In case no specific terms are mentioned in the Special Terms and Conditions, the following principles shall apply.

The Customer has the option to pay the invoices by bank transfer or, if available, using a direct debit arrangement or the other payment modalities set forth in the Special Terms and Conditions.

Unless mentioned otherwise on the invoice, invoices are due at the latest ten (10) days after the invoice date at the registered offices of the Teleroute affiliate from which the Customer acquired the





Teleroute Products. If invoices have not been paid on the final day laid down for payment, or if Teleroute has received notification from the bank that the direct debit arrangement cannot be carried out, an interest charge equal to the statutory interest applicable in the country of the registered offices of the Teleroute affiliate which issued the invoice, will be levied automatically and without prior notice, without prejudice to Teleroute's other rights and remedies. Any dispute regarding an invoice must be lodged with Teleroute in writing within fifteen (15) days of the invoice being received in accordance with article 12.2 (Specific notifications). Once this period has expired, the dispute will be considered as inadmissible and the invoice will be deemed to have been accepted irrevocably and in full.

The Customer accepts that Teleroute has the possibility to send invoices electronically. The Customer acknowledges that it is responsible for the appropriate storage of the electronic invoices and for the fulfilment of all other legal requirements with respect to receiving electronic invoices.

The Customer expressly waives its right to set-off claims of whatever kind and nature they may have, against Teleroute's claims for payment under the Agreement.

The Customer accepts that Teleroute's trading partners and/or subsidiaries have the right to directly invoice the Customer according to their terms and conditions.

Rate modifications will occur according to the procedure stated in article 5 (Changes).

## 8. Protection of privacy

The Customer acknowledges that it is inherent to the Teleroute Products that Customers and Users reveal personal data which are being presented through the Teleroute Products. With regard to the personal data submitted by the Customer or Users to Teleroute, which are recorded in databases and processed, Teleroute undertakes to honour the applicable data protection related legislation with regard to the processing of personal data.

The Customer and Users hereby give Teleroute specific permission to process their personal data for the following purposes: (i) for customer management (for example for the issuing of invoices, for the exchange of correspondence in the context of the contractual relationship with the Customer, for entry in public or private directories, for identification in messages sent or submissions of freight or vehicle offer by the Customer and/or its Users, to prevent misuse and fraud, in the event of disputes); (ii) for fulfilment of the Agreement (including the fulfilment of the obligations set forth in all applicable Special Terms and Conditions) and provision of the Teleroute Products in the context of the Agreement; (iii) for information activities or the promotion of Teleroute Products or the products and/or services of its trading partners; and (iv) for the prevention of abuses and frauds (including the transfer of the data to the judicial authorities or to the victims of abuses and fraud) and for statistical purposes in connection with the use of the Teleroute Products.

The Customer warrants having received all prior, individual and necessary approvals and authorizations from the Users to allow Teleroute such processing of personal data. The Customer will hold harmless and indemnify Teleroute against any damage, loss, costs or expenses that may arise as a result of the Customer's failure to obtain all individual and necessary approvals.

Customers or Users not wishing to receive messages from Teleroute in the context of direct marketing campaigns, as stated under point 3, may at any time ask Teleroute in the manner stated in article 12.2 (Specific Notifications) to be included free of charge on the list created for that purpose.

All Customers and Users may be informed free of charge by Teleroute about any personal data that relates to them, by sending Teleroute a signed and dated written request in compliance with article 12.2 (Specific Notifications), and, where appropriate, may request that incorrect, incomplete or irrelevant details be amended.

## 9. Risk Allocation

Teleroute shall only be liable for direct damage for which the Customer can demonstrate that these directly result from the default of Teleroute. Such liability will be restricted in all cases to remedying the proven direct damage. In case the proven direct damage cannot be remedied, Teleroute's liability shall be restricted to fifty percent (50%) of the amounts paid by the Customer during the twelve (12) month period preceding the cause of action. Under no circumstances shall Teleroute be liable for any indirect, special, incidental or consequential damage of any kind (including, without limitation, increase in general overheads, disruption of business, claims from third parties, damages due to business interruption or lost profits, savings, competitive advantage or good will arising from or related to this Agreement, whether or not foreseeable, and regardless of the cause of such damages even if the party has been advised of the possibility of such damages in advance) under any legal theory (tort, contract or otherwise). Teleroute shall under no circumstances be liable for shortcomings arising from the circumstances in article 10 or by third parties (more specifically transport or delivery problems, hardware defects, connection or telecommunications problems, acts of an independent installer).

Except for more specific stipulations that may apply where appropriate, any complaint regarding Teleroute Products must be made in writing, in compliance with article 12.2 (Specific Notifications), within fourteen (14) days of the Customer having knowledge (or should reasonably have become aware) of the fact leading to the complaint. Teleroute will be discharged of liability in case of notification after such fourteen (14) days period.

Teleroute is not a party to and is not responsible for the content or validity of files, transactions and documents generated through the use of Teleroute Products. Teleroute is not responsible for the Customer's products or the hardware, software, products, services or (the content of) websites of third parties. Teleroute cannot be held liable for the failure of any infrastructure (software and hardware) that is not under Teleroute's full control. Teleroute carries out no control over the data which might be consulted on the freight exchange, and is therefore not liable for their content, or any damage which might result, directly or indirectly, from the use made by the Customer of such data. Under no circumstances, Teleroute shall be liable for any damages resulting from the use of third party products or services.

The limitations set forth in this article will not apply in case of fraud or wilful misconduct of Teleroute.

Because some jurisdictions do not allow the exclusion or limitation of liability, the limitations of liability set forth in this Agreement shall only apply to the extent permitted by such jurisdiction.





## 10. Intellectual property rights

The intellectual and industrial property rights and know-how associated with Teleroute Products belong exclusively to Teleroute and its licensors. To the extent Teleroute makes software or documentation available in the context of the supply of Teleroute Products, Teleroute grants the Customer as from the Effective Date (as defined in the Special Terms and Conditions) and for the duration of the Agreement or the relevant subscription for each Customer and its Users a non-transferable, limited, non-exclusive licence to use this software or documentation. This usage is restricted to the Customer's own business purposes.

If the software of the Teleroute Products contains components, materials or software, the rights of which belong to third parties, these third parties may require the Customer to accept a separate licence contract.

In the event of the termination or suspension of a Teleroute Product, the associated licences are also terminated or suspended immediately. The Customer undertakes and ensures that in the event of the termination of a service or cessation of the delivery of a product, it will, at Teleroute's sole discretion, return the software, documentation and all copies thereof to Teleroute, and delete and/or destroy it.

The Customer must take all necessary measures to protect and ensure that its staff protects Teleroute's intellectual and industrial property rights.

Without prejudice to the rights of the User under the legislation relating to the protection of computer programs, the Customer and the Users may not: (i) modify, translate or adapt the software in any way; (ii) decompile or disassemble the software in any way; (iii) copy the software in any way, except to make a back-up copy; and/or (iv) pass on, dispose of, grant as a sub-licence, lease, lend or distribute the software or documentation in any way to third parties. Teleroute reserves the sole right to correct any errors.

## 11. Access log - proof

Teleroute registers access to Teleroute Products for invoicing requirements and so any problems can be detected. It keeps a log up to date in which it only stores data relating to the use of the service provided. This log can be reproduced on paper or any other type of information medium. It provides evidence that access has been gained to Teleroute Products, unless the Customer can prove the contrary. Electronic messages, connections, operations on the network and transactions between the Customer and Teleroute shall be proven using the logs and transaction files kept electronically by Teleroute. The Customer accepts the evidential value of this data. This capability of proof does not prevent the parties from each providing their own proof using permitted legal methods.

## 12. Notifications and announcements

### 12.1. General notifications

Except where the Agreement imposes the application of 12.2. (Specific Notifications), all notifications, applications and other announcements are deemed to have been made correctly if such notifications or announcements are made in writing via a pop-up message or announcement in the relevant Teleroute Product, an announcement in an electronic or hard-copy newsletter of Teleroute, in a statement on a Teleroute invoice, in a message on sending the Teleroute software, in an announcement at the Teleroute Internet website or by post to the address noted in the subscription application, until one of these parties has notified the other of a change of address.

### 12.2. Specific notifications

Specific notifications shall take place between the parties only by registered letter.

## 13. Miscellaneous

### 13.1. Business ethics

The Customer undertakes and ensures that its Users shall use the Teleroute Products in good faith and shall act in a courteous manner in their dealings with other users and customers. In addition, the Customer undertakes and ensures that its Users (i) do not publish illegal content through the Teleroute Products (e.g. information of a pornographic, obscene, racist nature); (ii) do not usurp the identity of another, notably by using the Means of Access of another user, registering in the name of a third party without the latter's agreement, or making use of any other misleading or fraudulent method; (iii) do not spam the service; and (iv) respect the obligations of its agreements concluded directly with other customers, including the transport, information and payment obligations. If a Customer or User detects any infringement to the provisions above, it shall promptly notify Teleroute.

### 13.2. Force Majeure

Neither the Customer nor Teleroute shall be responsible for any damage caused by the non-compliance or delay in compliance of obligations resulting from a case of force majeure or any other events which are not under the reasonable control of Teleroute.

### 13.3. Assignment

None of the rights and obligations arising from this Agreement may be assigned by the Customer to third parties, even in the event of a merger, split or partial contribution, without the prior written consent of Teleroute. Teleroute has the right to assign the Agreement to its affiliates or to any other entity belonging to the Teleroute group of companies.

### 13.4. Survival

Those conditions of the Agreement whose intention and scope are designed to remain in existence, will also survive the termination, expiry, fulfilment or cancellation of the Agreement.

### 13.5. Application and invalidity

If any clause herein conflicts with a statutory or regulatory stipulation for the protection of a particular category of person, that clause must be deemed inapplicable to those persons. If a provision of this Agreement is finally determined to be, or becomes, invalid, illegal or unenforceable, then such provision shall, if possible, and insofar as such clause is invalid, illegal or unenforceable, be replaced by a valid, legal and enforceable clause reflecting as close as possible the initial intentions. If the invalid, illegal or unenforceable provision cannot be validly replaced, then no effect shall be given to said clause and it shall be deemed not to be included in the Agreement, such without affecting or invalidating the remaining provisions of the Agreement.

### 13.6. Disputes

The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement, or any breach thereof.

For the application, interpretation and implementation of the Agreement, Belgian law alone shall apply. The courts in Brussels shall have sole jurisdiction for all disputes that may arise from this Agreement.

### 13.7. Legal Effect

Except as otherwise provided in this Agreement, Teleroute expressly disclaims any warranties and conditions, express, implied, or statutory, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, satisfactory and quality and non-infringement, and their equivalents under the laws of any jurisdiction, to the maximum extent permitted by the laws of any state or jurisdiction.





## Frequently Asked Questions about the Teleroute Conditions

### 1. What are the elements of my contractual relationship with Teleroute?

Your contractual relationship with Teleroute is determined by:

- All contracts, that determine the mutual relationship between your company and Teleroute concerning the delivery and the usage of the Teleroute product(s) and/or service(s)
- The General Terms and Conditions that contain our general mutual rights and obligations
- The Special Terms and Conditions, these usually contain a description of the products and services and could contain specific product-related clauses that are either complementary and/or conflicting with the General Terms and Conditions; if these are conflicting, the Special Terms and Conditions take precedence over the General Terms and Conditions
- The Price List attached to the Special Terms and Conditions, which contains particular information about the fees
- The Documentation, referring to all technical requirements, manuals and attachments that are made available either online or on paper

### 2. What is the term of my agreement?

Unless stipulated otherwise in the Special Terms and Conditions, the term of the agreement is for 1 year.

### 3. What happens when my agreement expires?

- If you want to continue with your agreement, you will not need to do anything. Your agreement will tacitly be extended with the same term, unless stipulated otherwise in the Special Terms and Conditions.
- If you do not want your agreement to be continued after its initial term, you need to notify Teleroute 3 months before the scheduled date of expiration by registered letter, unless stipulated otherwise in the Special Terms and Conditions. For some products and services, the cancellation can be done online and you do not need to send a registered letter. You will find more information in the General and Special Terms and Conditions of your product.

### 4. Where can I find the Teleroute conditions?

The Teleroute conditions are supplied to you before any subscription for approval. You have, at all times, access to the most recent version within the Teleroute applications and/or website.

### 5. What happens if the Teleroute conditions are modified?

You will be notified in good time via the most suitable means such as email, invoice and/or within the Teleroute applications via a pop-up.

### 6. Can my employees subscribe to Teleroute products and services?

Yes. We cannot verify if a user is allowed to subscribe to Teleroute products and services according to your company policy. So, it is your responsibility to do the necessary in regard to your users to permit or forbid the online subscription to Teleroute products and services.







## 7. How does Teleroute ensure the quality of its customer database?

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We have several requirements when subscribing to Teleroute:

- The customer needs to be a transport professional and will need to send a copy of its transport license number to Teleroute.
- The customer will need to provide the correct company information and 1 valid email address.
- The customer will need to have been in business over a specific amount of time.  
We cannot mention this time frame in the contractual documents, since it can be modified if the market situation requires it.

Teleroute carries out a lot of verifications, but we strongly recommend you to do the necessary verifications as well.

Besides the requirements during the subscription process, the behavior of a customer of Teleroute is also monitored:

- We list a lot of rules of usage such as only posting real offers, deleting outdated offers, not mentioning prices, providing all useful information, correctly executing transactions. Teleroute follows up all information to the extent possible.
- Teleroute continuously undertakes measures to prevent security problems. We also strongly request our customers to keep the means of access (login and password) protected and to undertake the necessary countermeasures if a user leaves the company.
- Teleroute has the right to suspend temporarily or indefinitely a customer in case of misuse of the products and services. In the framework of our customer relations, Teleroute will suspend temporarily or indefinitely a customer in case of repeated and/or multiple complaints from other customers about any customer in not respecting the transaction such as non payment.

## 8. How are upgrades done?

Upgrades are done tacitly without asking the prior approval, since Teleroute frequently improves the quality of the products and services.

## 9. What is the payment term of the invoices?

The payment term will be specified on the invoice. In the event, no payment term is mentioned on the invoice, invoices are due at the latest ten (10) days after the invoice date

## 10. What do I need to do in case of technical problems?

There are lots of different incidents that can cause technical problems. These are grouped into 3 categories:

- Teleroute undertakes reasonable efforts to ensure the good functioning of the products and services on different platforms (requirements are included in the Documentation). Although we endeavour to provide a high level of service, some technical problems may occur. In that case, Teleroute will act as rapidly as possible to fix the problem. To the extent possible and necessary, Teleroute will notify you when required.
- The customer is responsible for the correct installation and/or configuration of the workstations on which the Teleroute software is installed or which are having access to the Teleroute products and services.
- Use of the products and services takes place via the Internet, which can be a source of problems as well.
- In case of the 2 latter problems, Teleroute is been able to support you in detecting the source of the problem, and if possible propose a solution.

