

# Terms of Use

## EV Truck Route Planner

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## 1. Scope of the Terms of Use

- 1.1. The company PTV Logistics GmbH, Stumpfstraße 1, 76131 Karlsruhe. Germany (hereinafter: **"Provider"**) provides, inter alia via the web address <https://ev-truck-route-planner.myptv.com/> (hereinafter: **"Website"**) under the name **"EV Truck Route Planner"** a service for route planning for electrically powered vehicles together with consumption data (hereinafter: **"Service"**).
- 1.2. The Services of the Provider in connection with the provision of the Service shall be provided exclusively on the basis of these Terms of Use (hereinafter: **"GTC"** or **"Terms"**). The Terms apply to all users of the Service (hereinafter: **"Users"**). By starting to use the Service, the User agrees to the exclusive application of these Terms.
- 1.3. These Terms apply exclusively; counter-confirmations or general terms and conditions of the User are expressly rejected. This shall also apply if the User's offer or acceptance of an offer is made with reference to the overriding validity of the User's own GTC or if the Provider performs the Service without reservation in the knowledge that the User's terms and conditions conflict with or deviate from these GTC.
- 1.4. The version of the Terms current at the time of use shall apply in each case, which is always available on the Website in the current version.
- 1.5. The Provider makes the Service available only to entrepreneurs (§ 14 BGB) and not to consumers (§ 13 BGB). The User assures that he acts as an entrepreneur in the sense of § 14 BGB, i. e. in the exercise of his commercial or independent professional activity.

## 2. Subject matter of the contract, availability

- 2.1. The Provider shall provide the User with access to the Website and the use of the functionalities offered there free of charge. In addition, the regulations on lending (§§ 598 - 606 BGB) shall apply accordingly.
- 2.2. Due to the free of charge usage possibilities, the Provider does not guarantee a certain accessibility. The Provider shall of course endeavour to enable the highest possible level of accessibility within the scope of its sphere of influence, although periods of unavailability for the purpose of system maintenance cannot be ruled out. The Provider has no influence on the availability, stability and functionality of the Internet as a whole or the infrastructure of third parties (access Providers, backbones, DNS servers or similar) required to establish a connection to the Provider's Service.
- 2.3. The possibilities of use of the Website and the functionalities of the Service may be adapted, i.e. extended or discontinued, at any time. The User does not acquire any claim that certain functionalities and possibilities of use exist, will remain or will be set up in the future.

## 3. Rights to the Website or the Service

All trademark rights, rights to business designations, rights to names, trademark rights, copyrights, ancillary copyrights and other rights to the Website or the Service itself, its individual graphic and textual elements and its functionalities and Services

are the sole property of the Provider and may not be used, disseminated, copied, reproduced, made publicly accessible, performed, broadcast or otherwise exploited without the prior written consent of the Provider. A transfer of exploitation or other rights to the User does not take place.

## 4. Limited liability of the Provider

- 4.1. The Provider is liable for the Service provided free of charge only for intent and gross negligence in accordance with the regulations of the law, § 599 BGB.
- 4.2. For the consumption calculations, the Provider uses publicly available data and partly works directly with the vehicle manufacturers. In some cases, the Provider relies on assumptions based on experience or certain conditions that do not have to be present at the User. Finally, the consumption is also subject to natural fluctuations, which depend, for example, on your driving behaviour, weather conditions or other circumstances, such as other consumers in the vehicle and the like. Therefore, the calculations are not 100% accurate, but only as an estimate and they may not reflect the actual energy consumption under the specific conditions applicable to the User. Therefore, the Provider cannot guarantee the accuracy of the calculations.

## 5. Cessation of the Provider's Activities

- 5.1. The Provider is entitled at any time to interrupt the offering of content and the granting of access to the Service or to terminate it indefinitely or permanently.
- 5.2. The User shall have no claim to use and grant access unless the Provider has, by way of exception, expressly assumed an obligation to perform in this regard.

## 6. Binding Language Version

If these Terms of Use are offered in different language versions, only the German language version shall be legally binding. Other language versions are merely for the better knowledge and understanding of the users. The German language Version can be found here: [https://www.ptvlogistics.com/en/Nutzungsbedingungen\\_EV\\_Truck\\_Route\\_Planner\\_DE.pdf?inline](https://www.ptvlogistics.com/en/Nutzungsbedingungen_EV_Truck_Route_Planner_DE.pdf?inline)

## 7. Severability Clause

- 7.1. If one of the provisions of these Terms is or becomes invalid or if there is a gap in these Terms the validity of the remaining provisions shall not be affected.
- 7.2. If, in the practical application of the contracts of the parties, gaps arise which the parties did not foresee or if the invalidity of a provision is established by law or by both parties in agreement, the parties shall endeavour to fill or replace the gap or the invalid provision in an objective and reasonable manner oriented to the economic purpose of the contract.

## **8. Place of Jurisdiction, Applicable Law**

- 8.1. The place of performance and jurisdiction for all disputes arising from contractual relationships between the User and the Provider is the registered office of the Provider.
- 8.2. German law shall apply, excluding international provisions such as the UN Convention on Contracts for the International Sale of Goods (CISG). If this law refers to foreign legal systems (back and further references), these references are ineffective.