

Special Terms and Conditions of the Chat service

Please read these terms and conditions relating to the Chat Service (the “Special Terms and Conditions”). The use of the Chat Service is subject to these Special Terms and Conditions and the terms of the Agreement concluded by Customer with Alpega relating to the use of Alpega’s products and services (including, without limitation, the General Terms and Conditions).

By using any portion of the Chat Service, Customer agrees to and accepts all of the terms and conditions set herein, to the exclusion of any general or specific conditions communicated by Customer. Furthermore, the obligations incumbent on Customer under the terms and conditions set herein apply to the Users for which the Customer requests the Use of the Chat Service. Customer represents and warrants that its Users agree to the terms and conditions set herein and Customer accepts full liability in case of non-compliance with these terms and conditions by such Users.

If you are accepting these terms and conditions on behalf of a company or any other (legal or natural) person, you represent and warrant that you have full authority to bind that company or person to these terms and conditions.

The General Terms and Conditions apply to, and form an integral part of, these Special Terms and Conditions. In the event of any conflict or inconsistency between these Special Terms and Conditions and the General Terms and Conditions, these Special Terms and Conditions shall prevail.

1. Definitions

The following terms shall have the following meanings unless the context requires otherwise, and where the context so requires or admits, the singular shall include the plural and vice versa.

" **Chat Service**" refers to the services made available by Alpega to Customer, through its software applications, which enable a one-to-one real time messaging between Customers;

"**Content**": means all Messages, text, files, images, graphics, illustrations, information, audio, video, photographs, data and other content and material in any format, provided by Customer or Users in the Discussions.

"**Discussion**" refers to any discussion between Customers using Chat Service.

"**Message**" refers to the message(s) exchanged between the Customers in a Discussion.

Any terms and expressions defined in the General Terms and Conditions shall have the same meaning whenever used in these Special Terms and Conditions.

2. Purpose

These Special Terms and Conditions regulate the provision and use of Chat Service, which is a service through which any Customer can communicate with other Customers via a one-to-one real time messaging feature with data collection capabilities and optionally moderation. Chat Service enables Customer to communicate with other Customers in order to, among other things, request information, negotiate prices, conclude agreements, share documents, inform or be informed about the transport execution process or handle unexpected situations.

3. Content

Customer hereby grants to Alpega a limited, non-exclusive, transferable, royalty-free right to use, reproduce, manipulate, and display the Content solely in connection with providing the Services to Customer, and other purposes as defined in these Special Terms and Conditions and the Agreement.

Customer understands that the Content is the sole responsibility of Customer from whom such Content originated. More specifically, Customer is entirely responsible for each individual item of the Content that its Users post or otherwise make available via Chat Service. Customer understands that Alpega does not control, and is not responsible for the Content made available through Chat Service, and that by using Chat Service, Customer may be exposed to any Content that is inaccurate, misleading, or otherwise objectionable. The Content displayed via Chat Service (and any translation thereof that is made available to Customer) may contain inaccuracies, false or misleading information and typographical errors and Alpega does not warrant the reliability, authenticity, accuracy or completeness of the Content (and any translation thereof) or that any defect and error will be corrected. Any reliance on and use of any such Content (and any translation thereof) shall be at Customer’s sole risk.

Chat Service may include instant translation services in relation to the Content. In case of any conflict or inconsistency between the original version of the Content and any translated version thereof, the original version shall prevail.

Furthermore, the website, software and/or application and the Content available through or in the context of the access to and use of Chat Service may contain links to other websites, which are completely independent of Alpega. Alpega makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Customer itself must evaluate, and bear all risks associated with the use of any Content and may not rely on Alpega in respect of said Content.

Under no circumstances will Alpega be liable in any way for any Content (or any translation thereof) or for any loss or damage of any kind incurred as a result of the use of any Content (or any translation thereof) posted or otherwise made available via Chat Service. Customer acknowledges that Alpega does not pre-screen or approve the Content or monitor the same, but that Alpega shall have the right (but not the obligation), in its sole discretion, to refuse, delete or move any part of the Content that is available via Chat Service, should it violate these Special Terms and Conditions and/or the terms of the Agreement or for any other reason.

Customer shall not upload or otherwise make available via Chat Service, any Content that: (a) constitutes an infringement, misappropriation, or violation of all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights; (b) violates the Agreement, including, without limitation, the Privacy Policy or any applicable laws, rules, or regulations; (c) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, sexually explicit, obscene, patently offensive, promoting racism, bigotry, hatred, or physical harm of any kind against any group or individual, promoting illegal activities or contributing to the creation of weapons, illegal materials, or being otherwise objectionable or illegal in any way; (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit or otherwise harm the functionality of any computer software or hardware or telecommunications equipment; (e) interferes with, harm or disrupts the Services or systems, servers or networks connected to the Services; (f) constitutes personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data and biometric data processed for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or constitutes similarly protected sensitive personal information under any applicable law, rule or regulation; (g) is harmful to minors in any way; (h) constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (i) causes Alpega to violate any applicable law, rule or regulation, including those regarding the export of technical data.

Alpega reserves the right, but has no obligation, to monitor and review any Content, to investigate any claim related to any Content, or to take appropriate action against Customer, in its sole discretion, if the Content creates any risk of liability for Alpega. Such actions may include removing or modifying any part of the Content, exercising any indemnity and/or termination rights contained in the Agreement, and reporting such Content to law enforcement authorities.

Alpega may analyse the Content to create aggregated and anonymized statistics or data that do not identify Customer or any individual and Alpega may during and after the termination of the Agreement use and disclose such statistics or data in its discretion.

4. Storage

Each Discussion will be accessible by Customer for a period of 2 years as from the last Message of said Discussion sent. After 2 years or when the Agreement is terminated, whichever comes first, Customer shall not any longer have access to such Discussion via Chat Service and Alpega shall delete definitely the Discussion, except for what is necessary for Alpega in order to perform the Services and comply with its legal obligations. At any time before the deletion of the Discussion, the Customer is able to export the Discussion on its own servers or devices for back-up purposes.

Customer is solely responsible for the appropriate storage, on its servers and devices, of the Content shared via Chat Service, whether for the fulfilment of any applicable legal requirement or otherwise. To the fullest extent permitted by applicable law, Alpega shall not be held liable for the storage of such Content.

5. Liabilities, disclaimer of warranties and release

Chat Service is exclusively designed for business use and must be used only in accordance with its contractual intended purpose, aim, and the Agreement. Customer declares that it will not use Chat Service in a way that may constitute a violation of laws and/or the Agreement.

The website, software and/or application allowing access to and use of Chat Service act as a neutral venue where Customers can discuss, facilitate the entering into agreements and follow up on the performance of agreements. Alpega is not involved in any way whatsoever in any actual transaction between Customers. As a result, Alpega has no control over the quality, safety, or legal aspects of the transactions that may take place through the use of Chat Service. Alpega does not provide any endorsement for services of its customers. Customer acknowledges and agrees that Alpega does not provide transportation services and is not in any way responsible for assisting Customers in any manner with the provision of their services. Alpega cannot and will not guarantee the ability of its Customers to complete payment for any of the provided services.

If any commitments are agreed by and between Customers, the resulting legal contract is concluded between these Customers and is subject to the terms and conditions as set by the Customers and to the applicable law.

The use of Chat Service is at Customer's own risk. While Alpega makes reasonable efforts to provide a safe venue for the Discussions, Alpega makes no representations or warranties of the accuracy of the Content (and any translation thereof) and assumes no liability or responsibility for inaccuracies, errors, or omissions in such Content (unless otherwise provided

in the Agreement between Alpega and Customer). While Alpega does take certain measures with the aim of assisting its Customers to avoid potentially fraudulent or other illegal activity of which Alpega becomes aware, Alpega assumes no liability or obligation to take any such measures or actions.

Should Customer have a dispute with one or more other Customers, Customer releases, indemnifies and holds harmless Alpega, its officers, directors, agents, subsidiaries, joint ventures, employees and successors or assigns from causes of action, suits, claims, demands, judgments, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes.

Customer understands and has become familiar with the technical requirements necessary to use Chat Service and has no objections in respect thereof. The Customer is aware of risks and threats connected with electronic data transmission.

Alpega makes no representation or warranty whatsoever, and hereby disclaims all representations and warranties with respect to Chat Service (in each case whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise), including any warranty (a) of merchantability, fitness for a particular purpose, or non-infringement, (b) that Chat Service will meet customer's requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error, (c) as to the results that may be obtained from the use of Chat Service, (d) that Alpega will be able to correct all reported defects, or (e) as to the accuracy or reliability of any information obtained from Chat Service.

Customer acknowledges that Chat Service is provided and hosted by a third party provider (for the purpose of this Clause: the "Contractor") and uses third party server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs for delivery of Chat Service. Alpega may change its Contractor at any time. Customer's use of Chat Service is subject to any restrictions imposed by the Contractor. Notwithstanding any other provision of the Agreement, Alpega shall not be liable for any problems, failures, defects or errors with the service to the extent caused by the Contractor.

6. Monitoring and Moderation

Alpega has the right to access, monitor and process the Discussions and Content (i) for technical and administrative purposes, (ii) for controlling the compliance with the terms of the Agreement, including but not limited to moderation actions, and (iii) for security reasons. Alpega reserves the right also to analyze how Customer makes use of Chat Service, in order to improve all aspects of the Services.

Upon consent of the Customer or based on Alpega's legitimate interest, Alpega has the right to access and process the Discussions and Content containing Personal Data for other purposes than the purposes aforementioned, including but not limited to marketing and analytics. For more information, Customer shall review the Privacy Policy.

Chat Service allows Customer to mute other Customers at its sole discretion. Customer is solely responsible for using this feature and any Customer who has been muted has no right to question such decision.

If Customer notices any use of Chat Service that is not in compliance with the Agreement, Customer shall file a complaint via Alpega's customer service as soon as possible.

7. Suspension and termination of services

Customer agrees that Alpega, in its sole discretion, has the right (but not the obligation) to delete or deactivate any User's account, to block any User's email or IP address, or otherwise to terminate any User's access to or use of Chat Service (or any part thereof), immediately and without notice, and to remove and discard any content within Chat Service, for any reason, including, without limitation, if Alpega believes that a User has acted inconsistently with these Terms and Conditions. Alpega shall not be liable to Customer or any Third Party for any such termination of Customer's access to Chat Service. Customer agrees not to attempt to use Chat Service after said termination.