

TERMS OF USE

“Online platform Terms of Use”

(Status: 05.9.2019)

The online platform at www.CargoHub.ch is provided by preenTec AG (hereinafter also: CargoHub). The website contains a generally accessible area and an area accessible only with an existing account. In the latter, CargoHub offers the conclusion of contracts for transport services, the mediation of contracts and various other services in connection with transport services.

The following conditions apply to the use of the area accessible only with an account:

1. Access / Registration

Registration is required for use.

Registration is only permitted to entrepreneurs within the meaning of article 934 of the Swiss Code of Obligations (OR). Private individuals are expressly prohibited from registering.

The user is obliged to provide the requested data correctly and completely during registration. Upon CargoHub's request, the customer is obliged to provide at any time further information in which CargoHub has a justified interest, such as the customer's commercial register number or tax numbers.

The Client is given the option of registration with an access code and password of their choice. The Client must protect the allocated access code and password against access by third parties.

2. Costs

CargoHub is not entitled to a fee for the mere use of the online platform, i.e. for the provision, administration and maintenance of the customer's access.

The customer has not the possibility to conclude contracts via the online platform. For this mediation, at this moment no fees must be paid. The conclusion to publish the offer via the online platform is subject to the General Terms and Conditions to be accepted separately during the creating an offer process.

On the online platform CargoHub provides various additional services such as the address book function for simplified data entry, the logbook function with offers displayed in the past in order to simplified data entry of recurring offers. CargoHub does not charge a fee for these additional services.

CargoHub reserves the right to agree a fee with the customer in the future for the services currently offered for free on the online platform or for other services that are not yet available.

3. API Interface

CargoHub provides customers with the option to access the services available from the online platform using their own software or software programmed by a third party, via a programming interface (API). These terms of use shall apply accordingly for the customer's access to services from the online platform using the API. The customer is only granted access to the API subject to separate activation, which they may request via the website. CargoHub assumes no obligation to make all functions of the online platform available via the API.

4. Mediation/Bookings

The customer can publish offers via the online platform. CargoHub's T&Cs are to be accepted separately by the customer and apply to the individual offers published on the online platform.

The customer must ensure that they do not make any offers for items excluded from transport. A list of the items excluded from transport can be found in CargoHub's currently valid T&Cs, which can be called up on the online platform.

5. Comparison of conditions

Part of the services offered on the online platform is a comparison of the conditions of different transport companies. CargoHub is not obliged to publish all offers for each customer enquiry. In particular, the customer has no claim that all necessary information for the transport are included in the individual case publish.

6. Technical restrictions

CargoHub strives to ensure the technical accessibility and functionality of the online platform to the highest possible degree.

The customer is only entitled to the technical accessibility and functionality of the online platform if this has been agreed separately (e.g. in a so-called SaaS contract between CargoHub and the customer).

7. Liability of CargoHub

CargoHub is liable for damages resulting from injury to life, body or health in accordance with the legal regulations, provided that these are caused due to grossly negligent or willful breaches of duty and provided that such limitation is legally permissible. The same applies to damages which are based on a grossly negligent breach of duty by CargoHub or on a deliberate or grossly negligent breach of duty by a legal representative or vicarious agent of CargoHub. In all other respects, the limitations of liability of the T&Cs shall apply.

8. Liability of the customer

The customer is liable for all actions taken using their access information, unless they are not responsible for the use of their access information.

If the customer has reason to believe that a third party has or had access to the user ID or password assigned to the customer, the customer is obliged to inform CargoHub immediately.

9. Blocking access

CargoHub is entitled to block the access granted to the customer at any time even without good cause. In such a case CargoHub will immediately inform the customer about the blocked access. CargoHub is not obliged to grant the customer renewed access. If a separate framework agreement exists between the customer and CargoHub, CargoHub is obliged to allow the customer access to the online platform again immediately once the grounds for the blocked access have been resolved.

10. Applicable law and jurisdiction

Substantive Swiss law shall apply for any disputes that arise from and in connection with the use of the online platform, to the exclusion of any conflict of laws, as far as this is legally permitted.

The sole place of jurisdiction for all disputes is the commercial court of Bern.

11. Severability clause

Should any provision of these terms of use be or become invalid, either in part or in full, the effectiveness of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to loopholes.