

"Online Platform Terms of Use"
(Status: 05.10.2018)

The booking platform at www.letmeship.com/en-ch/ is provided by mg Logistics GmbH (hereinafter also: LetMeShip). The website contains a generally accessible area and an area accessible only with an existing account. In the latter, LetMeShip 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 LetMeShip's request, the customer is obliged to provide at any time further information in which LetMeShip has a justified interest, such as the customer's commercial register number or tax numbers.

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

2. Costs

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

The customer has the possibility to conclude contracts for payment via the platform. For this, the agreed fees must be paid. The conclusion of contracts via the booking platform is subject to the General Terms and Conditions to be accepted separately during the booking process.

On the platform LetMeShip provides various additional services such as the address book function for simplified data entry, the logbook function for daily display of shipments handled in the past and the package function for simplified data entry of recurring packaging and weight sizes. LetMeShip does not charge a fee for these additional services.

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

3. API interface

LetMeShip provides customers with the option to access the services available from the booking 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

booking platform using the API. The customer is only granted access to the API subject to separate activation, which they may request via the website. LetMeShip assumes no obligation to make all functions of the booking platform available via the API.

4. Bookings

The customer can conclude fee-based contracts via the booking platform. LetMeShip's T&Cs are to be accepted separately by the customer and apply to the individual contracts.

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

5. Comparison of conditions

Part of the services offered on the booking platform is a comparison of the conditions of different transport companies. LetMeShip is not obliged to offer a comparison of conditions for each customer enquiry. In particular, the customer has no claim that a comparison of conditions includes all transport companies available in the individual case.

6. Technical restrictions

LetMeShip strives to ensure the technical accessibility and functionality of the booking platform to the highest possible degree.

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

7. Liability of LetMeShip

LetMeShip 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 wilful 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 LetMeShip or on a deliberate or grossly negligent breach of duty by a legal representative or vicarious agent of LetMeShip. 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 LetMeShip immediately.

9. Blocking access

LetMeShip is entitled to block the access granted to the customer at any time provided it has good cause. In such a case LetMeShip will immediately inform the customer about the blocked access. LetMeShip is not obliged to grant the customer renewed access. If a separate framework agreement exists between the customer and LetMeShip, LetMeShip is obliged to allow the customer access to the 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 booking 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.