"Terms and conditions of use of the online platform"
(Update: 06/06/2023)

The booking platform accessible at www.letmeship.com/fr is provided by ITA Shipping GmbH, domiciled at Hugh Greene Weg 4, 22529 Hamburg, Germany and registered on the Hamburg Trade and Companies Register under number HRB 103750, represented by its legal representative (hereinafter referred to as: LetMeShip) of ITA Logistique SAS, registered on the Nantes Trade and Companies Register under number 790 732 408, registered office located at 4 Rue Duguay Trouin, 44800 Saint-Herblain, France.

The website contains a domain accessible to all visitors and a domain only accessible to customers with an existing account. For existing customers, LetMeShip proposes transport service contracts, contractual negotiations, and various other services relating to transport services.

The following conditions apply to the use of the domain accessible only by customers with an existing account:

1. Access/Registration

Registration is required for use and reserved for industry professionals. By subscribing to the service offered by LetMeShip, the customer or user of the platform declares that they have received, read, understood, and unconditionally accept these general terms and conditions.

Furthermore, creating contracts via the booking platform is subject to the general terms and conditions of sale applied by ITA Logistique SAS published on the platform here: https://www.letmeship.com/fr/termes-et-conditions/. However, if the customer is unable to access these terms and conditions, they should immediately inform ITA Logistique SAS. Otherwise, the customer is presumed to have examined them and waives the right to invoke any subsequent non-enforceability of the terms and conditions. The customer therefore also declares that they have read, understood, and accepted these terms and conditions unconditionally.

Consequently, they waive the right to rely on any document stating otherwise and in particular their own general terms and conditions, whatever the nature thereof.

When registering, the customer must provide all the information requested. At the request of LetMeShip, the Customer shall provide additional information of justifiable interest to LetMeShip, such as their company registration number or VAT identifier.

The consignor has the option of registering with an access code and password of their choice. The consignor must protect their allocated access code and password against access by third parties.

2. Fees

LetMeShip is not entitled to compensation for the simple use of the booking platform, namely for the provision, administration, and maintenance of customer access.

However, the platform allows the customer to enter into paid contracts with ITA Logistique SAS, which is invoiced upon conclusion, with the customer paying the agreed fees. As specified in article 1, the creation of contracts via the booking platform is subject to the general terms and conditions of sale of ITA Logistique SAS, published on the platform here: https://www.letmeship.com/fr/termes-et-conditions/ and which must be accepted separately in the course of the booking process.

On the platform, LetMeShip provides a number of additional services, such as an address book function for simplified data input, a reporting function for daily historical display of deliveries, as well as a standard parcel function for simplified input of recurring packaging data, sizes and weights. LetMeShip does not charge for these additional services.

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

3. API interface
LetMeShip enables customers to access the services offered on the booking platform via an API (Application Programming Interface) with software programmed by LetMeShip or third parties. These terms and conditions of use therefore apply to customer access to the services of the reservation platform via the API. Customers only receive access to the API following a separate activation, which they can request on the website. LetMeShip assumes no obligation to make all functions of the booking platform available via the API.

4. Bookings
When concluding paid contracts via the reservation platform with ITA Logistique SAS, the customer must ensure that they do not make bookings for items excluded from transport. A list of items excluded from transport is provided in article 5 of the general terms and conditions of sale of ITA Logistique SAS, available here: https://www.letmeship.com/fr/termes-et-conditions/.

5. Comparison of terms and conditions
One element of the services offered on the booking platform is a comparison of the terms and conditions imposed by carriers. LetMeShip is not obliged to offer a comparison of terms and conditions for each customer request. In particular, the customer may not demand that a comparison of conditions include all available carriers (see GTC).

6. Technical restrictions
LetMeShip strives to ensure the technical accessibility and operability of the booking platform to the highest possible degree.

The customer is only entitled to the technical accessibility and operability of the booking platform if this has been agreed separately (e.g. in a SaaS contract between ITA Logistique SAS and the customer).

7. Responsibility of LetMeShip
LetMeShip is liable without limitation for damage to life, body or health in accordance with legal requirements. The same shall apply to damages resulting from a grossly

negligent breach of contract by LetMeShip, or from an intentional or grossly negligent breach of contract by a legal representative or agent of LetMeShip.

For the creation of contracts with ITA LOGISTIQUE SAS via the platform, the limitations of liability set out in the general terms and conditions of sale applied by ITA LOGISTIQUE SAS shall apply (https://www.letmeship.com/fr/termes-et-conditions/).

8. **Customer responsibility**

The customer is responsible for all actions taken using their access information, unless they are able to prove that 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 customer's user ID or password, they should immediately notify LetMeShip.

9. **Blocking access**

LetMeShip is entitled to block the access granted to the customer at any time provided there is justifiable cause. In this event, LetMeShip will immediately inform the customer that access is blocked. LetMeShip is not obliged to grant the customer another access. If a separate framework agreement exists between the customer and LetMeShip, LetMeShip must allow the customer access to the platform as soon as the reasons for the access being blocked have been resolved.

10. **Applicable law**

LetMeShip and the customer or user of the platform agree to use French law to govern their relationship.

French law is applicable to all contractual and extra-contractual relationships between LetMeShip and its co-contractors, for all matters arising from the use of the platform and contracts created through it insofar that they involve LetMeShip.

This law applies not only to all contracts and their consequences (or effects) concluded by LetMeShip, both in substance and in form, but also to offers and proposals made by LetMeShip and their consequences, as well as to all questions arising from a contract merely contemplated by the client. This applies to all questions of competition, whether contractual or non-contractual. It also extends to questions of proof, both as regards the burden of proof and the admissible methods of proof.

If one of the elements subject to French law by this clause were to be considered invalid or voided, this would in no way affect the application of French law to the other elements. The nullity of application of French law to one element would not extend to other elements, to which French law would continue to apply.

11. **Applicable courts**

LetMeShip and the customer or user of the platform agree to assign exclusive jurisdiction to the French courts, specifically the Commercial Court of Nantes, for consideration of any dispute arising from the relationship between the parties relating to the activity of LetMeShip. It is specified that the Commercial Court of Nantes has jurisdiction in both international and domestic matters.

This jurisdiction applies not only to any dispute relating to a contract concluded between the parties and its consequences (or any effects), but also to offers and proposals made by LetMeShip and their consequences, as well as to all questions arising from a contract merely envisaged by the customer or user of the platform. It also applies to all disputes relating to the conditions and enforcement of the contractual or extra-contractual civil liability of one of the parties. This applies to all questions of competition, whether contractual or non-contractual. It also extends to questions of proof, both as regards the burden of proof and the admissible methods of proof. Lastly, it applies to all interim or protective claims or measures, including expert appraisals, brought before the presiding judge or before a special judge such as the judge in chambers.

The attribution of jurisdiction is general and applies whether the claim is a principal claim, an incidental claim, handled by the presiding judge or in chambers, whether contractual or non-contractual. It applies even in the event of the involvement of third parties or multiple defendants.

Bills of exchange shall not cause novation nor exclusion from this jurisdiction clause.

If one of the grounds of jurisdiction provided for in this clause or part of this clause were to be considered invalid, this would in no way affect the jurisdiction of the French court designated to judge the other grounds of jurisdiction. The nullity of attribution of jurisdiction to the French court for one ground of jurisdiction would not extend to the other grounds of jurisdiction for which the jurisdiction of the French court would continue to prevail.

12. Personal data privacy
Use of the platform may require the customer to disclose personal data. Information on the protection of data subjects can be found here: https://www.letmeship.com/fr/politique-de-confidentialite/.
By subscribing to the service offered by LetMeShip, the customer or user of the platform declares that they have received, read, understood, and unconditionally accept the data privacy policy.

13. Severability
If any provision of these terms and conditions of use is or becomes null and void in whole or in part, the validity of all other provisions shall not be affected. The invalid provision shall be replaced by a valid provision that achieves a result as near as possible to the economic objective of the invalid provision. The same method shall apply to shortcomings.