

Terms of Use for Internet / CIS

1. Scope

- 1.1 Any use of this web site (CIS – Customer Information Service) provided by TRANSWAGGON is subject to these Terms of Use. With log-in or, where a log-in is not required, in accessing or using the Web Site these Terms of Use are accepted in their then current version.
- 1.2 If the User uses this Web Site as business customer, i. e. that is not acting for purposes which are outside its trade, business or profession, or for a public corporation, § 312e para.1 sentence 1 no. 1-3 of the German Civil Code does not apply.

2. Services

- 2.1 This TRANSWAGGON Web Site contains/provides specific information as well as related documentation for viewing or downloading.
- 2.2 TRANSWAGGON may stop the operation of the Web Site in full or in part at any time. Due to the nature of the internet and computer systems, TRANSWAGGON cannot accept any liability for the continuous availability of the TRANSWAGGO Web Site.

3. Registration, Password

- 3.1 Some pages of the TRANSWAGGON Web Site may be password protected. In the interest of safety and security of the business transactions only registered Users may access said pages. TRANSWAGGON reserves the right to deny registration to any User. TRANSWAGGON particularly reserves the right to determine certain sites, which were previously freely accessible, subject to registration. TRANSWAGGON is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data, in particular if the User
 - used false data for the purpose of registration;
 - violates these Terms of Use or neglects its duty of care with regard to User Data; or
 - did not use the TRANSWAGGON Web Site for a longer period.
- 3.2 The User shall ensure that User Data is not accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the User shall log-off from the password protected website. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall notify TRANSWAGGON thereof without undue delay in writing, or, as the case may be, by e-mail.

- 3.3 After receipt of the notice under paragraph 3.2, TRANSWAGGON will deny access to the password-protected area under such User Data. Access by the User will only be possible again upon the User's application to TRANSWAGGON or upon new registration.
- 3.4 The User may at any time request termination of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event TRANSWAGGON will remove all User Data and other stored/saved personally identifiable data of the User as soon as these data is no longer needed.

4. Rights of Use to Information and Documentation

TRANSWAGGON grants the User a non-exclusive and non-transferable license to use the information and documentation made available to the User on or via the TRANSWAGGON Web Site to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by TRANSWAGGON in making same available.

5. Intellectual Property

- 5.1 Notwithstanding the particular provisions in § 4 of these Terms of Use, information, brand names and other contents of the TRANSWAGGON Web Site may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of TRANSWAGGON. The restrictions on the right to copy and use of data do not apply to the wagon/railcar journey data provided by Excel file.
- 5.2 Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User, in particular rights to the name of the company or to commercial property rights as patents, utility models or brands nor has TRANSWAGGON the duty/responsibility to grant/for granting such rights.

6. Duties of the User

- 6.1 In accessing or using the TRANSWAGGON Web Site the User shall not
- harm other persons, in particular minors, or infringe their personal rights;
 - breach public morality in its manner of use;
 - violate any commercial (property and) copy rights or any other proprietary rights;

- upload/transmit any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
- transmit, store/save or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
- distribute advertising or unsolicited e-mails (so-called “spam”) or inaccurate warnings of viruses, defects or similar material and shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

6.2 TRANSWAGGON may deny access to the TRANSWAGGON Web Site at any time, in particular if the User breaches any obligation arising from these Terms of Use.

7. Liability for defects of title or quality

Insofar as any information or documentation is made available at no cost, any liability for defects as to quality or title of the information and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/in fitness for purpose are excluded except for cases involving wilful misconduct or fraud.

8. Other Liability, Viruses

8.1 The liability of TRANSWAGGON for defects in relation to quality and title shall be determined in accordance with the provisions of § 7 of these Terms of Use.

8.2 Although TRANSWAGGON makes every endeavour to keep the TRANSWAGGON Web Site free from viruses, TRANSWAGGON cannot make any guarantee that it is virus-free. The User shall, for its own protection as well as to prevent viruses on the TRANSWAGGON Web Site, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

8.3 §§ 8.1 and 8.2 do not intend nor imply any changes to the burden of proof to the User’s disadvantage.

9. Data privacy protection

For collection, use and processing of personally identifiable data of the User of the TRANSWAGGON Web Site, TRANSWAGGON shall comply with applicable laws on data privacy protection.

10. Supplementary Agreements, Place of Jurisdiction, Applicable Law

10.1 Any supplementary agreements require the written form.

10.2 The place of jurisdiction shall be Hamburg.

10.3 TRANSWAGGON does not take any responsibility for the possibility that information and/or documentation from the TRANSWAGGON Web Site is available for viewing or downloading at locations outside of Germany.

If Users access TRANSWAGGON Web Site from outside of Germany, they are exclusively responsible for compliance with all applicable local laws. Access to TRANSWAGGON Web Site's information, software and/or documentation from countries where such content is unlawful is prohibited. These Terms of Use shall be governed by the laws of Germany excluding the application of the United Nations Convention on Contracts for the International Sales of Goods.

Hamburg, December 2004