

Terms of Service

These terms of service ('Terms of Service'), together with any and all other documents referred to herein, set out the terms of use under which you may use our mobile web application ("App"). Please read these Terms of Service carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Service is deemed to occur after you install the App on your mobile device ('Device') for the first time. If you do not agree to comply with and be bound by these Terms of Service, you must stop using the App immediately.

Please note that the terms and conditions contained in these Terms of Service may be amended by us from time to time in accordance with the provisions of clause 9.1 of these Terms of Service. We also draw your attention to the provisions of clause 4.6., 8.1, 9.2. and 10 of these Terms of Service which list certain circumstances on the basis of which we may terminate or suspend your use or access to the App.

For any questions or issues regarding the App, you are invited to contact us via the following contact details info@ecta.com

1. General

1.1. ECTA a.i.s.b.l., the European Chemical Transport Association i.v.z.w. ("we") operates the App and have our registered office at Boulevard Auguste Reyers 80, 1030 Brussels-Belgium. As a non-profit association, we represent the interest of the chemical transport industry to all stakeholders and oversee the Responsible Care initiative for European Chemical Transport and Logistics activities.

As provider of the App, we collect and process data and information for our own purposes. Additionally, we gather information about various (un)loading sites and their performance on safety, driver treatment, waiting times and other performance indicators. This enables us to improve the quality of our App and to support our mission of promoting responsible care and sustainability practices in the European Chemical Transport and Logistics Industry.

1.2. This App is a mobile application for Android and iOS mobile devices intended to be used by us, the registered ECTA partners ("ECTA Partner") and their (subcontracted) drivers ("Driver"). The ECTA Partners and/or their (subcontracted) drivers will hereinafter be referred to as 'you'. The purpose of the App is to assess the Driver's (un)loading locations during their daily transport and logistics operations.

1.3. You acknowledge that, in addition to these Terms of Service, the Apple Store, or Play Store terms and conditions ('App Store Terms and Conditions') shall apply to the use of the App. In the event of any conflict between these Terms of Service and the App Store Terms and Conditions, the provisions of the former shall take precedence. Those provisions of the App Store Terms and Conditions that impose obligations and/or liabilities on you in relation to the use of the App and/or its functionalities are hereby incorporated into these Terms of Service for the benefit of us, and as such shall be enforceable by us against you.

1.4. The average App performance score can be freely accessed and viewed without the need for registration. However, in order to access additional functionalities, it is necessary to register in accordance with clause 2. Only (i) Drivers are permitted to enter ratings, and (ii) ECTA and ECTA Partners have (limited) access to the backend data of the App. Our members with an ECTA Partner profile can manage their own invited Driver's data.

1.5. You will be assumed to have obtained permission from the owners of the Devices that are controlled, but not owned, by you to download a copy of the App onto your Device.

1.6. Before using the App for the first time, registered users must accept these Terms

of Service which apply to any use of the App and its related features and services (hereinafter referred to as "Services"). From time to time updates to the App may be issued through Apple Store or Play Store. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App. If You select automatic updates, You will always have the most up-to-date version of the App without any further action required on their part.

2. Registration

2.1. By accepting the Terms of Service for the first time, you are granted the right to use the App in accordance with clause 4 of these Terms of Service. Unless you register, the Services will only have limited functionality.

2.2. To gain full access to the App's Services, it is necessary to register and create an account ("Account"). During the registration process, you will be asked to provide certain information as set out below ('Registration Data'). You are responsible for ensuring that the Registration Data is accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Registration Data is kept up to date. It is recommended that you choose a strong password for your Account. We may impose additional password requirements. It is your responsibility to keep your password safe. You must not share or disclose your Account with anyone else. If you believe your Account is being used without your permission, please contact us immediately. You are fully responsible for all activities that occur under your Account. We will not be responsible for any unauthorized use of your Account.

The registration process is divided into two groups: (i) the ECTA Partner and (ii) the Driver. The specifics of the registration process and the extent of the required Registration Data may be subject to periodic adjustments at our reasonable discretion.

ECTA Partner:

2.2. Registration for the App is limited to individuals employed by an ECTA Member Company. During the registration process, you will be required to provide the following Registration Data: your email address and a password of your choice, along with your name and contact details. To initiate the registration process and gain access to the full functionalities of the App. To initiate the registration process and gain access to the App, it is necessary to contact us.

Driver:

2.3. Registration for the App is restricted to individuals who drive for an ECTA Member Company whether they are contracted or subcontracted. During the registration process, you will be provided to following Registration Data: your email address and a password of your choice, as along with your name and contact details. To register to the App, your will need to receive an invitation link from your ECTA Partner.

2.4. The Driver Registration Data you submit to us will be forwarded to the respective ECTA Partner. This verification process is required to confirm your authorization ~~to~~ and to grant you access to the App. Until the verification process is completed, you will only have access to the restricted services allowing you to view average ratings per location. You will be notified of the acceptance or rejection of your registration by email.

2.5. If your registration as a driver is accepted, you can subsequently log into the App using your provided email address and the selected password. This login will grant you full access to the available Services.

3. Services offered

ECTA Partner:

3.1. The Partner administrator has the ability to invite (sub)contracted Drivers using an invitation link. They can manage the Drivers who have registered after the invitation, including

approving them, viewing their recent rating activities (without seeing the specific rating), making changes to the settings, and/or contact us or logging out.

Driver:

3.2. When logged in, Drivers can submit ratings, search for (un)loading locations, modify settings such as language and the companies they are driving for, as well as contact us or log out.

3.3. Additionally, Drivers also have the option to allow the App to access the GPS location of their Device. This location data is not stored and is only used to find the nearest (un)loading locations. Access to the location data is only possible when the App is actively being used and not running in the background

4. Intellectual property rights and usage rights

4.1. All ownership rights, intellectual property rights and other proprietary rights, (including trademarks and trade names) relating to the App and related documentation, including any amendments and additions thereto, are vested and remain vested with us, our third-party licensors and/or are open source. These Terms of Service do not entail an assignment of any intellectual property rights to you. You are not permitted to remove or alter any indication of copyrights, trademarks, trade names or other intellectual property rights, indications of a confidential nature of any information contained herein, including the prohibition to disclose the information.

4.2. Nothing in these Terms of Service shall give you or any other person any right to access or use the source code or constitute any license of the source code.

4.3. Subject to your compliance with the provisions of these Terms of Service, we hereby grant you a non-exclusive, non-transferable revokable limited right to download, access and use the App on your Device for the duration of the term. Downloading and using the App on your Device is free of charge for you, it being understood that you may be required to pay certain costs which are related to (i) your connection to the Internet or other network of data communication providers which you uses to access the App on your Device, (ii) the services of third parties which you can use or access by making use of the functionalities in the App.

4.4. Except as expressly set out in these Terms of Service, you agree: (i) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security, (ii) not to rent, lease, sublicense, loan, translate, adapt, vary or modify the App, (iii) not to make alterations or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs, (iv) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thin except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, (v) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us.

4.5. In addition to the above, you shall not, directly or indirectly: (i) use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Service, or act fraudulently or maliciously, (ii) use the App to store or transmit code, files, scripts, agents or programs intended to do harm, including any form of malware, for example viruses, worms; time bombs and Trojan horses, (iii) not infringe our intellectual property rights or those of any third party in relation to your use of the App, (iv) use the App to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or store or transmit material in violation of third party privacy rights, (v) attempt to gain unauthorized access to the App, its related systems and (electronic communication) networks or permit direct or indirect access to or use the App in a way that circumvents a contractual usage limit, (vi) copy the App or any part, feature, function or user interface thereof and/or access the App in order to build a competitive product or service.

4.6. If you become aware of any breach of clause 4.4 and 4.5., you shall promptly notify us thereof.

4.7. We may suspend the access to the App in the event: (i) we become aware of what we deem a credible claim that your use of the App violates any applicable law, (ii) your use of the App violates these Terms of Service or interferes with the normal operation of the App, (iii) we are entitled under these Terms of Service to terminate the Terms of Service for cause, or as otherwise set out in these Terms of Service. In each event of suspension, we shall use reasonable efforts to give you an advance twenty- four (24) hours' notice, unless we reasonably determine that giving a shorter notice is necessary or no notice is possible to protect your or our interests and/or the interests of other third parties.

5. Processing of personal data

We may collect, process and share personal information in accordance with the provisions of the EU Regulation 2016/679 General Data Protection Regulation ("GDPR"). Any personal data will be processed in accordance with the current version of our privacy policy related to the use of the App which can be found [here](#).

6. Push notifications

You acknowledge and agree that you may receive certain notifications on Your device ("Push Notifications"). This allows us to approach you at relevant moments. If you want to discontinue receiving such notifications or account information, you may disable these features.

7. User obligations

7.1. You must provide accurate and up to date data within the App. If this data becomes outdated or incorrect, or if we believe it to be inaccurate, we may request you to update or correct this via email. In case of Driver inactivity (no logins or rating submissions for 6 months or longer), the connected ECTA Partner may contact the Driver.

7.2. We recommend you to secure all Device data and implement measures like anti- virus software to prevent data loss or alteration. For your own security, it is important to log out after each App usage.

7.3. You shall be responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of the data. You retain the ownership of the data which you create or upload onto the App. You grant us all such rights and permissions in or related to the data as are necessary for us to perform our obligations under these Terms of Service. In addition, we shall have the right collect and analyze data and other information relating to the use and performance of various aspects of the Services and/or App and related systems and technologies, including but not limited to the data. We will be free to (i) use such information and data during and after the term hereof to improve and enhance the Services and/or App and for other development, diagnostic and corrective purposes in connection with the Services and/or App, and (ii) disclose such data in aggregate provided that such data or information does not directly or indirectly identify your personal data.

8. Warranty and liability

8.1. Although we take all reasonable efforts to make the App and functionalities available, you agree that access to and use of the App is provided "as is" and on an "as available" basis. Considering the current state of technique, we do not warrant that the App will be uninterrupted or error- free. To the maximum extent permitted by law, we may alter, suspend or discontinue the App (or any part of it) at any time and without notice. To the maximum extent permitted by law, we will not be liable to you in any way if the App (or any part of it) is unavailable at any time and for any period.

8.2. We will use reasonable efforts to correct and resolve any defects, it being understood that

such correction may include the use of temporary solutions and/or workarounds. We may interrupt the App temporarily for the maintenance of existing hardware or software or for the installation or maintenance of new versions or updates. Such interruptions are deemed reasonable and do not entitle you or the (legal) person in whose name and on whose account you act, to any compensation.

8.3. If you are of the opinion that with respect to the App, there is a defect or incident, you must contact us as soon as possible. When reporting an incident, you shall provide us with all information reasonably necessary to resolve the incident. An incident will only exist if it can be demonstrated and reproduced. We shall make all reasonable efforts to resolve the incident as soon as reasonably possible.

8.4. You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the functionalities of the App meet your requirements.

8.5. Our liability for damages related to these Terms of Service is, to the fullest extent permitted by law, limited to cases of willful misconduct and gross negligence or death or personal injury case by our negligence or other damages which cannot be limited by law. Except in case of willful misconduct, our liability is restricted to direct damages. We will not be liable to you (whether in tort or in contract) for indirect or consequential damages, such as damages for loss of use, loss of profit, loss or damage of non- personal data, damages resulting from a delay or inability to use the App.

8.6. You acknowledge and agree that we shall not be held liable for any losses incurred by you as a result of actions or omissions of third parties or your own actions or omissions. This includes but is not limited to improper or incorrect use of the App, malfunctioning of the Device, or security breaches by third parties despite the security measures implemented by us.

9. Events outside our control

9.1. We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under these Terms of Service that is caused by any act or event beyond our reasonable control (including failure of public or private telecommunications networks) ('Event Outside Our Control').

9.2. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms of Service: (i) our obligations under these Terms of Service will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control and (ii) we will use our reasonable endeavors to find a solution by which our obligations under these Terms of Service may be performed despite the Event Outside Our Control.

10. Changes, duration, termination

10.1. We reserve the right to modify these Terms of Service at any time for future use. Any changes will be communicated in writing (electronically). After logging into the App, you will be presented with the updated terms, and the current terms will always be accessible within the App. To continue using the app, you must explicitly agree to the revised Terms of Service.

10.2. Please note that any changes made will be based on objective reasons, such as enhancing the functionality, improving security, or complying with legal requirements. However, if you do not agree to the modified Terms of Service, you shall be entitled to terminate these Terms of Service without incurring any cost or liability.

10.3. These Terms of Service shall become into force upon the instalment of the App on your Device and shall continue to be in force until you delete the App from your Device.. We may

terminate these Terms of Service upon giving you thirty (30) days written notice of termination.

10.4. Either party may terminate these Terms of Service immediately by giving written notice of termination to the other party if: (i) the other party commits any material breach of these Terms of Service, and the breach is not remediable, (ii) if the other party commits a material breach of these Terms of Service, and the breach is remediable but the other party fails to remedy the breach within a period of thirty (30) days following the giving of a written notice to the other party requiring the breach to be remedied.

10.5. The parties agree that anticipatory breach shall not be grounds for termination of these Terms of Service. Termination shall only be permitted upon an actual breach of these Terms of Service that have occurred. We both agree that any notice of breach given by one party to the other must clearly specify the nature of the alleged breach and the relief sought, and that the non-breaching party shall have a reasonable opportunity to cure such breach before any termination of these Terms of Service can occur.

10.6. On termination for any reason: (i) all rights granted to you under these Terms of Service shall promptly cease, (ii) you must immediately cease all activities authorized by these Terms of Service, and (iii) you must immediately delete or remove the App from your Device. Termination of these Terms of Service shall not affect the accrued rights, remedies obligations or liabilities of the parties existing at termination, including the right to claim damages in respect of any breach of these Terms of Service which existed at or before the date of termination of these Terms of Service.

11. Communications between us

11.1. If you wish to contact us in writing, or if any conditions in these Terms of Service requires you to give us notice in writing, you can send this to us via e-mail at info@ecta.com or by prepaid post to ECTA a.i.s.b.l, Boulevard Auguste Reyers 80, 1030 Brussels-Belgium.

11.2. If we have to contact you or give you notice in writing we will do so via the e-mail address which you provided us during the onboarding.

12. Other important terms

12.1. Whenever possible, the provisions of these Terms of Service shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these Terms of Service are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of such provision and of these Terms of Service shall remain in full force and effect as if such invalid, illegal or unenforceable provision has never been contained herein. Moreover, in such event the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

12.2. If we fail to insist that you perform any of your obligations under these Terms of Service, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with these obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

12.3. All provisions of these Terms of Service which are expressly marked to survive the termination or expiration of these Terms of Service, as well as any provision of these Terms of Service which aim to enforce or execute these Terms of Service after termination or expiration, including without limitation, use restrictions and limitation of liability shall survive these Terms of Service and remain in full force and effect.

12.4. You may not assign these Terms of Service in whole or in part without prior written consent of us. We may assign these Terms and Conditions in whole or in part to another

organization, but this will not affect your rights and obligations under these Terms of Service.

12.5. To the maximum extent permitted by law, these Terms of Service, its subject matter, and its formation, are governed by Belgian law (with exclusion of international private law). The parties irrevocably agree that, to the maximum extent permitted by law, the courts of Brussels (Dutch chambers) have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Service or its subject matter or formation which cannot be solved amicably.