

1 General terms and conditions of Stack&Track

Version: last updated on 27/10/2022

Stack&Track is an application developed by Stack&Track B.V. (also referred to as: "we" or "us").

Stack&Track B.V. was established to support you, the user of crates and pallets (also referred to as: returnable transport items, or: RTIs) by:

- registering RTIs;
- simplifying the administration of RTIs; and
- providing smart logistics advice in relation to RTIs.

You can and may use the Stack&Track applications only after you have accepted these terms of use.

2 About these terms of use

In these terms of use, we explain to you what you need to consider as a user of the Stack&Track application. This document sets out the terms and conditions applicable to the use of the Stack&Track application and the underlying system.

By accepting these terms, an agreement is established between you and Stack&Track B.V. consisting of these terms of use. If you accept these terms on behalf of a legal entity, you warrant that you are authorised to do so.

By accepting these terms, you declare that you have fully read, understood and hereby accept the text.

3 TrackOnline Basis and TrackOnline Plus

Part of the Stack&Track application uses Bexter B.V.'s TrackOnline application. You can only use the Stack&Track application if you also take out a TrackOnline Basic or TrackOnline Plus licence

developed specifically for the Stack&Track application. If you do not take out this licence or terminate it, the Stack&Track application will not work or will not fully work.

You can take out the TrackOnline Basic or TrackOnline Plus licence only in the Stack&Track application. An agreement will then be established between you and Bexter B.V. We are in no way responsible for TrackOnline and Bexter B.V. If TrackOnline does not function, you will have to take this up with Bexter B.V.

Apart from the fee you pay to us, you do not have to pay any additional fee to use TrackOnline Basic or TrackOnline Plus. We pay a fee for your TrackOnline Basic or TrackOnline Plus licence to Bexter B.V.

You can also use the Stack&Track application if you take out a TrackOnline Standard, TrackOnline Pro, TrackOnline Pro+ licence or TrackOnline Enterprise licence with Bexter. You can contact us if you wish to do so. You do have to pay a higher fee for such a licence.

4 Your data

You are and remain the owner of your own data. We only use the data you provide to us through the Stack&Track application to offer and optimise our services.

The Stack&Track application allows you to share your data with partners such as pooling companies, RTI suppliers or other service providers. We share your data with such parties only after you have given your consent, so that you always retain control over your data. If you do not grant this consent, you may not be able to use all of our services.

5 Rules of conduct

When using the Stack&Track application, you are not permitted, in any way:

- to pretend to be someone other than who you actually are;
- to use the Stack&Track application in a manner, or to upload data in the Stack&Track application, which violate(s) laws and regulations, public order and/or morality;
- to use the Stack&Track application for purposes other than those for which it is intended;
- to develop, support or apply automated data collection programmes, extraction programmes, copy tools, spiders, robots or other similar software and or resources

without the Stack&Track application itself providing the desired functionality, unless we have given you express written consent to do so;

- to circumvent usage restrictions, security functionality or security measures in the Stack&Track application;
- to spread so-called viruses, worms or other harmful content through the Stack&Track application and/or directly to other users of the Stack&Track application;
- to disrupt or compromise the operation and/or stability of the Stack&Track application (e.g. through spam, denial of service attacks, etc.).

We are free to determine at our sole discretion whether your use of the Stack&Track application violates these terms of use. If, in our judgment, you do not comply with these terms of use, we have the right to (temporarily) deny you access to and use of the Stack&Track application, for example by deleting your account.

6 Objective and neutral services

We make every effort to perform our services neutrally and objectively. This means that we design our services in such a way that certain suppliers of RTIs (poolers) are not favoured over other suppliers.

We will periodically have our services audited by a competent and independent auditor so he can check that our services meet this condition.

We will publish the audit report on our website.

7 Confidentiality

Your login details are limited to the natural person or legal entity with whom this agreement is entered into. You are not permitted to provide these details to third parties, or otherwise provide third parties with access to the Stack&Track application, unless you do so by using any specifically intended functionality in the Stack&Track application.

8 Intellectual property rights

All software, information, images and other data of and in the Stack&Track application are owned by or otherwise belong to us. It is not permitted to copy, disclose, edit or distribute this software, information, visual material and other data without the permission of the copyright holder.

You are the owner of your data. You are the only one who can share these data with your partners such as pooling companies, RTI suppliers or other service providers (see also Article 2.1).

If you, as a user, upload images and/or other data into the Stack&Track application, we may use them to provide and optimise our services.

9 Availability, operation and termination of the Stack&Track application

The Stack&Track application has been designed with the utmost care. We are committed to keeping the Stack&Track application technologically up-to-date and evolving. Nevertheless, we cannot guarantee that the Stack&Track application will function without error or interruption.

We offer the Stack&Track application "as is" and "as available". Therefore, by accepting these terms of use, you expressly agree that the Stack&Track application may not function without error and/or may be (temporarily, permanently, partially and/or completely) unavailable.

We have the right to terminate the availability of the Stack&Track application at any time.

During the term of this agreement, you can download your data from the Stack&Track application based on the functionality available for this purpose. At the end of the term of this agreement, we will delete your data. However, we may retain an anonymised version of your data for optimisation purposes.

10 Subcontracting

We use subcontractors for the performance of this agreement. As a result, your data are stored at locations of our subcontractors. We will always ensure that subcontractors who have access to your data are ISO 27001 certified or similar.

11 Liability

We shall not be liable for any loss suffered by you in connection with the use of the Stack&Track application or otherwise arising in connection with the performance of this agreement.

Should we, for whatever reason, nonetheless be liable for loss arising in connection with the use of the Stack&Track application or this agreement, the amount of our liability will at all times be limited to the amount you have paid to us for the use of the Stack&Track application in the previous twelve months (less the amount(s) you may have paid to us for one or more TrackOnline licences other than the TrackOnline Basic or TrackOnline Plus licence).

In addition, all forms of indirect loss are at all times excluded from compensation, which must in any case include loss of income, missed savings, loss of data, lost profit and costs that are not directly related to the use of the Stack&Track application.

12 Amendment of these terms of use

We have the right to unilaterally amend these terms of use at any time. In the event of changes to these terms of use, we will inform you accordingly.

If you disagree with a change in the terms of use, you may decide to terminate your use of the Stack&Track application.

13 Termination of the terms of use

Either you or we may terminate these terms of use in writing by the first day of any month, giving at least 1 (one) month's notice. You are no longer allowed to use the Stack&Track application from the moment the agreement ends.

If you notify us that you wish to terminate this agreement with Stack&Track, you authorise us to also terminate your TrackOnline Basic or TrackOnline Plus licence with Bexter. If you have purchased another licence from Bexter, you must explicitly let Stack&Track know whether you wish to terminate this licence. This is of course only possible if and to the extent permitted by Bexter's licensing conditions.

Provisions which by their nature are intended to continue to have effect after the end of these terms of use retain their effect.

14 Applicable law and choice of forum

These terms of use are governed by Dutch law. Any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or in connection with these terms of use, will be resolved exclusively by the courts in The Hague, the Netherlands.

15 Support

Questions and/or requests regarding the Stack&Track application should be directed to Stack&Track at support@stackandtrack.org. Stack&Track aims to respond to every customer query/request within one working day.

16 Other

If any part of these terms of use are declared illegal, invalid or unenforceable, this will not affect the other parts of these terms.

You agree that failure to exercise any of our rights reflected in these terms of use will not be construed as a formal waiver of that right.