

General Terms and Conditions

Go4Future Consulting e.U. – DeCA Portal

Version: 1 October 2026

1. Scope of Application and Contracting Parties

1.1 These General Terms and Conditions ("GTC") apply to all contracts between Go4Future Consulting e.U., Dr. Rudolf Klafsky-Straße 18, 2500 Baden, Austria, Company Register No. FN 684502x (Regional Court Landesgericht Wiener Neustadt), VAT ID ATU83497057 (hereinafter "G4F"), and its customers concerning the use of the software-as-a-service solution made available at decaportal.es and app.decaportal.es (hereinafter the "DeCA Portal" or the "Platform").

1.2 These GTC govern the commercial terms of the contractual relationship. The scope of services, the technical characteristics of the Platform and the rights and obligations relating to its use are governed by the Terms of Use. The Terms of Use form an integral part of this contract.

1.3 Deviating, conflicting or supplementary terms and conditions of the Customer shall not become part of the contract, even if G4F does not expressly object to them or renders performance without reservation while aware of such terms.

2. Addressees

2.1 G4F's services are directed exclusively at businesses. A business is any natural or legal person, or any partnership with legal capacity, that acts in the exercise of its commercial or independent professional activity when concluding the contract. Sole traders and self-employed carriers are expressly included.

2.2 The conclusion of contracts with consumers is excluded. Upon registration, the Customer warrants that it is acting as a business.

2.3 Where a natural person acts on behalf of a Customer, that person warrants that they are authorised to represent the Customer and to accept these GTC.

3. Subject Matter of the Contract

3.1 G4F shall make the Platform available to the Customer for use via the internet for the term of the contract. No transfer of the software and no provision of program copies shall take place.

3.2 The Platform enables the Customer to obtain the electronic control documents for commercial road haulage in Spain (Documento electrónico de Control Administrativo, "DeCA") in one of three ways:

Case 1. by uploading a control document generated by the Customer itself,

Case 2. by entering the required particulars in the Platform, or

Case 3. by entering part of those particulars and having a Driver invited for that purpose complete the remainder.

In case 1 the Platform stores the PDF and adds a QR code as a first page. In cases 2 and 3 the Platform creates the PDF with the QR code. In all cases the Platform makes the DeCA available via a unique Retrieval Address and forwards it to the Driver through the communication channel the Driver prefers (WhatsApp, SMS, email).

The particulars entered, their completeness and their accuracy are the sole responsibility of the Customer as against G4F, including where a Driver enters them; G4F neither checks nor supplements them and does not become the author of the control document. The statutory obligations of the consignor and of the

actual carrier remain unaffected. Details of the scope of services are set out in the Terms of Use.

3.3 G4F provides technical services only. G4F does not provide legal, tax, transport or compliance advice. The use of the Platform does not in itself effect compliance with the statutory, administrative or regulatory obligations incumbent upon the Customer.

3.4 The scope of services owed is set out conclusively in these GTC, the Terms of Use and the service description in force from time to time. Public statements, advertising claims or product presentations do not give rise to any obligations to perform beyond that scope.

4. Conclusion of the Contract

4.1 The presentation of the services on the website does not constitute a binding offer, but an invitation to submit an offer (invitatio ad offerendum).

4.2 The Customer submits its binding offer by registering as a company, selecting a subscription plan and completing the paid ordering process.

4.3 The contract is concluded upon confirmation by G4F or upon activation of access, whichever occurs first.

4.4 G4F stores the contract text and transmits it to the Customer, together with the contract documents, in text form to the email address provided upon registration.

5. Subscriptions and DeCA Quotas

5.1 The selected subscription plan includes a quota of DeCA documents which is automatically credited to the customer account at the beginning of each billing period. Where payment is made monthly, the credit is applied at the beginning of

each subscription month; where payment is made annually, at the beginning of each subscription year.

5.2 Documents not used within a billing period do not expire but are added to the credit balance of the customer account.

5.3 If the quota is insufficient, the Customer may purchase additional documents at the prices then in force or upgrade to a higher subscription plan.

5.4 Quotas are not transferable to third parties. Any cash settlement or refund of unused quotas is excluded.

6. Prices, Taxes and Payment

6.1 The prices displayed on the website at the time of the order shall apply. All prices are net prices and are exclusive of statutory value added tax.

6.2 The place of supply for VAT purposes is determined by the Customer's place of establishment. If the Customer holds a valid VAT identification number registered in the VAT Information Exchange System (VIES), the tax liability shifts to the Customer (reverse charge). The Customer is obliged to provide its valid VAT identification number and to notify any changes without undue delay. If no valid, verifiable number is available, G4F is entitled to invoice or subsequently charge the VAT owed by law.

6.3 Payment is made in advance for the respective billing period via the payment service provider Stripe. The Customer must register a valid means of payment and maintain its validity throughout the entire term of the contract.

6.4 Invoicing is carried out exclusively in electronic form to the email address stored in the customer account. The Customer consents to electronic invoicing.

6.5 In the event of late payment, G4F is entitled to charge statutory default interest for commercial transactions between businesses as well as a flat-rate debt collection charge in the statutory amount. Further necessary costs of appropriate legal enforcement remain unaffected.

6.6 The Customer may only set off claims that are undisputed or have been finally determined by a court. A right of retention is available to the Customer only in respect of claims arising from the same contractual relationship.

7. Price Adjustment

7.1 G4F is entitled to adjust prices once per calendar year.

7.2 A price adjustment shall be notified to the Customer in text form at least 60 days before it takes effect. It shall take effect no earlier than the beginning of the next billing period.

7.3 If the Customer does not agree to the price adjustment, it may, at any time up until the adjustment takes effect, terminate the subscription without observing any notice period, with effect as of the date on which the adjustment takes effect.

7.4 DeCA quotas already credited are not affected by a price adjustment and do not expire.

8. Term and Ordinary Termination

8.1 The contract is concluded for the duration of the selected billing period and is automatically renewed for further periods of the same length unless terminated.

8.2 The Customer may terminate the subscription at any time with effect from the end of the current billing period. Termination is effected via the function provided for that purpose in the customer account.

8.3 G4F may terminate the subscription upon three months' notice with effect from the end of a billing period.

8.4 No pro-rata refund of fees already paid for the current billing period shall be made, except in the cases set out in clause 20.3.

9. Suspension and Termination for Cause

9.1 If the registered means of payment is invalid at the time of renewal or if the debit fails, G4F shall request the Customer in text form to register a valid means of payment. If this is not done within 14 calendar days of receipt of the request, G4F is entitled to suspend the functions for uploading and managing new documents.

9.2 A suspension pursuant to clause 9.1 does not affect read and download access to documents already stored or the availability of the associated Retrieval Addresses. G4F thereby ensures that the Customer can continue to comply with its statutory retention obligations.

9.3 If the payment arrears are not settled within 60 days from the date on which the suspension takes effect, G4F is entitled to terminate the contract for cause. Once the arrears have been settled, access will be restored at no additional cost.

9.4 Both contracting parties are entitled to terminate the contract for good cause. For G4F, good cause exists in particular in the event of a material breach of the Terms of Use, unlawful use of the Platform, endangerment of technical security or the opening of insolvency proceedings over the Customer's assets, to the extent permitted by law.

9.5 Before terminating for cause pursuant to clause 9.4, G4F shall grant the Customer a reasonable period to remedy the breach, insofar as this is reasonable given the nature of the breach.

10. Consequences of Termination

10.1 Once termination takes effect, no further DeCA quotas will be credited to the customer account.

10.2 DeCA documents already credited and not yet used do not expire as a result of ordinary termination or termination following a price adjustment. They may continue to be used for a period of twelve months from the end of the contract.

10.3 The Customer retains read and download access to the documents it has uploaded for a period of 12 months from the end of the contract. Public availability of the associated Retrieval Addresses ends upon expiry of the period specified in the Terms of Use.

10.4 Upon expiry of the period under clause 10.3, G4F is entitled to delete the Customer's data. G4F shall give notice of such deletion in text form at least 30 days in advance.

10.5 In the event of termination for cause by G4F pursuant to clause 9.4, the right under clause 10.2 lapses. Access under clause 10.3 nevertheless remains in place insofar as this is necessary for the Customer to comply with its statutory retention obligations.

10.6 Compliance with the statutory retention obligations incumbent upon the Customer is the sole responsibility of the Customer. G4F expressly recommends that the Customer regularly back up its documents in its own archive.

11. Rights in the Platform and in the Data

11.1 All rights in the Platform, in the underlying software, in databases, designs, trade marks and documentation belong to G4F or its licensors. The Customer receives solely the non-exclusive, non-transferable right of use, limited to the term of the contract, as described in more detail in the Terms of Use.

11.2 The data contributed by the Customer and the documents uploaded by it remain under the Customer's control. G4F processes them exclusively for the performance of the contract and in accordance with the Data Processing Agreement.

11.3 G4F is entitled to use aggregated and anonymised usage data that do not permit any conclusions to be drawn about the Customer, its customers or data subjects in order to improve and further develop the Platform.

12. Warranty

12.1 G4F owes the provision of the Platform to the contractually agreed extent and with the availability promised in the Terms of Use.

12.2 The Customer must notify defects in text form without undue delay after becoming aware of them, providing a comprehensible description. G4F shall remedy reported defects within a reasonable period.

12.3 G4F does not warrant that the Platform is free of errors or that it is available without interruption beyond the promised availability level.

12.4 Excluded from the warranty are impairments resulting from circumstances outside G4F's sphere of influence, in particular disruptions of telecommunications networks, third-party services, the Customer's technical infrastructure or improper use.

12.5 G4F does not warrant that the Platform is fit for any particular purpose or that its use effects compliance with the statutory obligations incumbent upon the Customer.

13. Liability

13.1 This clause governs G4F's liability conclusively. It takes precedence over all other liability provisions in the contract documents.

13.2 G4F is liable without limitation in cases of intent and gross negligence, for personal injury and in all cases in which liability cannot be excluded or limited by mandatory law.

13.3 In cases of slight negligence, G4F is liable only for breaches of material contractual obligations and only for foreseeable, contract-typical and direct damage.

13.4 Liability for indirect damage, consequential damage, loss of profit, loss of revenue, loss of business opportunities, business interruption, damage to reputation and for the costs of procuring substitute services is excluded to the extent permitted by law.

13.5 G4F's total aggregate liability towards the Customer arising from the contractual relationship is, irrespective of the number of claims, incidents, documents or users affected, limited in amount to the total of the fees actually paid by the Customer in the twelve months preceding the event giving rise to the damage. Where the contractual relationship has existed for less than twelve months, liability is limited to the fees actually paid since the beginning of the contract. This limitation does not apply in the cases set out in clause 13.2.

13.6 The liability cap under clause 13.5 is an aggregate maximum amount per period and does not apply separately to each claim.

13.7 G4F is liable for loss of data only up to the amount that would have been required to restore the data had the Customer backed them up properly and regularly.

13.8 G4F is not liable for administrative penalties, fines or other sanctions imposed on the Customer to the extent that they are based on incorrect, incomplete, late or

omitted information provided by the Customer or its users, or on decisions, acts or omissions of the Customer, its users or third parties.

13.9 The Customer's liability for misuse of the Platform, for breaches of the Terms of Use and for the entry or transmission of unlawful content remains fully in place.

13.10 Claims of the Customer against G4F must be asserted in court within twelve months of becoming aware of the damage and the party causing it, failing which they shall lapse. Clause 13.2 remains unaffected.

14. Indemnity

The Customer shall indemnify G4F against all third-party claims, including reasonable costs of legal defence, arising from the Customer or its users using the Platform in breach of contract or of the law, introducing unlawful content or infringing third-party rights. The Customer shall inform G4F of such claims without undue delay and shall enable G4F to conduct the defence.

15. Force Majeure

15.1 Events of force majeure release the affected contracting party from its obligation to perform for the duration and to the extent of such events. Force majeure includes in particular natural disasters, war, civil unrest, official measures, epidemics, large-scale failures of power or telecommunications networks and industrial action outside the affected party's sphere of influence.

15.2 The affected party shall inform the other party without undue delay. If the event persists for more than 60 days, either party is entitled to terminate the contract.

16. Data Protection and Data Processing

16.1 Both contracting parties shall comply with the applicable data protection provisions.

16.2 Insofar as G4F processes personal data on behalf of the Customer, in particular the data contained in the DeCA documents, the Data Processing Agreement pursuant to Article 28 GDPR shall apply, which forms an integral part of this contract as an annex.

16.3 The Customer is responsible for the lawfulness of the personal data it contributes and for informing the data subjects.

16.4 Information on the processing of personal data by G4F as controller in its own right is set out in the Privacy Policy. The Privacy Policy fulfils a statutory information obligation and does not form part of the contract.

17. Confidentiality

17.1 The contracting parties shall treat as confidential all confidential information of the other party obtained in the course of contract initiation and performance and shall use it exclusively for the purposes of the contract.

17.2 This obligation applies for the term of the contract and for three years thereafter. It does not apply to information that is publicly known, has been lawfully obtained from third parties or must be disclosed pursuant to a statutory or official order.

18. Reference to the Customer

G4F is entitled to name the Customer and to use the Customer's logo for reference purposes on its website and in sales materials. The Customer may object to this at any time in text form; G4F shall then remove the reference within a reasonable period.

19. Assignment and Subcontractors

19.1 G4F is entitled to engage subcontractors and cloud service providers in order to provide its services. Responsibility for the provision of the services remains with G4F.

19.2 The Customer may assign the contract only with the prior consent of G4F. G4F is entitled to assign the contract to a legal successor in the course of a business transfer or reorganisation; in this case, the Customer may terminate the contract within 30 days of notification.

20. Amendments to the Contract Terms

20.1 G4F is entitled to amend these GTC and the Terms of Use for legal, technical, security-related or operational reasons and in order to further develop the Platform.

20.2 Amendments shall be notified to the Customer in text form and by notice within the Platform at least 30 days before they take effect. The notification shall include a reference to the deadline, the right to object and the consequences of failing to object.

20.3 If an amendment affects the Customer's interests other than insignificantly, the Customer may terminate the contract free of charge, before the amendment takes effect, with effect as of the date on which it takes effect. In this case, fees already paid for the unused period shall be refunded on a pro-rata basis.

20.4 If the Customer does not object within the applicable period and continues to use the Platform, the amendments shall be deemed accepted.

21. Order of Precedence of the Contract Documents

In the event of contradictions between the contract documents, the following order of precedence applies:

1. the individual agreement concluded between the parties in writing, if any;
2. the Data Processing Agreement, in matters of data protection;
3. the service description and price list in force from time to time;
4. the Terms of Use;
5. these General Terms and Conditions.

The legal notice (Impressum) and the Privacy Policy fulfil statutory information obligations and do not form part of the order of precedence.

22. Language of the Contract

The language of the contract is Spanish. Only the Spanish version of the contract documents is binding. Versions in other languages serve information purposes only.

23. Applicable Law and Place of Jurisdiction

23.1 This contractual relationship, including the question of its formation, shall be governed by the law of the Republic of Austria, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions of European Union law and mandatory provisions of Spanish law remain unaffected.

23.2 The exclusive jurisdiction of the court having subject-matter jurisdiction for G4F's registered office is agreed for all disputes arising out of or in connection with

this contractual relationship. G4F is furthermore entitled to bring proceedings against the Customer at the Customer's general place of jurisdiction.

23.3 As the offering is directed exclusively at businesses, alternative dispute resolution procedures in consumer matters do not apply.

24. Final Provisions

24.1 Declarations made in connection with this contractual relationship require text form unless expressly provided otherwise. The email address held in the customer account is deemed to be a valid address for service; the Customer shall keep it up to date.

24.2 The place of performance is G4F's registered office.

24.3 Should any provision of these GTC be or become wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the legally permissible arrangement that comes closest to the economic purpose of the invalid provision.

24.4 There are no oral ancillary agreements.

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