

Terms of Use for the Software Service

Terms of Use for the Software Services

Go4Future Consulting e.U. – DeCA Portal

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1. Preamble and Relationship to the GTC

1.1 Go4Future Consulting e.U., Dr. Rudolf Klafsky-Straße 18, 2500 Baden, Austria (hereinafter "G4F"), develops and operates software services, in particular the Platform accessible at decaportal.es and app.decaportal.es.

1.2 These Terms of Use govern the scope of services of the Platform as well as the rights and obligations relating to its use. The commercial terms of the contractual relationship, in particular the conclusion of the contract, fees, term, termination, warranty and liability, are governed by the General Terms and Conditions ("GTC").

1.3 Both documents form part of the contract. In the event of contradictions, the order of precedence set out in the GTC shall apply.

2. Definitions

Customer: the natural or legal person or partnership with legal capacity that has concluded a contract with G4F for the use of the Platform in the exercise of its commercial or independent professional activity.

User: a natural person authorised by the Customer to use the Platform on the Customer's behalf.

Primary User: the User of the Customer created first upon registration. The Primary User may create and administer further Users and revoke their authorisations. The Primary User is at the same time a User within the meaning of these Terms.

Driver: a natural person who, at the Customer's instigation, accesses individual documents via a retrieval link or a QR code. The Driver becomes neither a Customer nor a User and does not enter into any contractual relationship with G4F.

Platform: the software solutions offered by G4F, in particular decaportal.es and app.decaportal.es, accessible via a web browser or a mobile application.

DeCA: the electronic control document for commercial road haulage in Spain (Documento electrónico de Control Administrativo).

DeCA Document: any control document uploaded by the Customer, or generated in the Platform from the particulars entered, and stored by G4F. Each stored document is deducted from the Customer's quota.

Cover Page: the additional first page generated by G4F which is placed before the document uploaded by the Customer and which contains the QR code with the Retrieval Address as well as the time details referred to in clause 6.4. Control documents generated in the Platform carry the QR code and the time details on the document itself; no Cover Page is placed before them.

Issued Copy: the version of the document generated by G4F, consisting of the Cover Page and the pages of the document uploaded by the Customer, reproduced without alteration, or the control document generated in the Platform from the particulars entered.

Retrieval Address: the unique web address assigned to each DeCA Document via which the file can be downloaded.

3. Field of Application

3.1 The Platform is directed exclusively at businesses within the meaning of the GTC. It is not directed at consumers.

3.2 Users act at all times on behalf of and within the sphere of responsibility of the Customer. The Customer is responsible for the selection of its Users, for their authorisations and for their conduct.

3.3 Access by Drivers takes place exclusively in the context of the Customer's professional activity. The Customer is responsible for informing the Drivers concerned about such access and about the processing of their data.

4. Authorisation to Use and Access Administration

4.1 Use is subject to a valid and subsisting contract between the Customer and G4F.

4.2 Users obtain their access via the Primary User or via an authorisation set up by the Primary User. Upon first logging in, the User confirms that they have taken note of these Terms of Use.

4.3 It is solely for the Customer to determine which persons are authorised as Users, which authorisations they are granted and to which Drivers documents are made accessible. G4F verifies neither the authorisation of individual persons nor their identity.

4.4 The Customer shall revoke authorisations without undue delay as soon as the conditions for granting them cease to apply.

5. Scope of Services and Further Development

5.1 The specific scope of functions is set out in the service description in force from time to time and in the product documentation.

5.2 G4F continuously develops the Platform further and may add to, modify or replace functions. G4F will not materially restrict the essential, contractually agreed core functions during a current billing period.

5.3 If a change would amount to a material restriction of the core functions, the amendment procedure set out in the GTC shall apply, including the Customer's right of termination.

5.4 There is no entitlement to functional equivalence between the web application and the mobile application.

5.5 G4F may deploy updates to the Platform at any time. G4F shall give advance notice, within a reasonable period, of updates that materially change the scope of functions or that require the Customer to adapt its workflows.

6. Creation, Upload, Cover Page and Provision of DeCA Documents

6.1 The Customer may obtain a control document in three ways:

- a) it generates the control document in its own system and uploads it to the Platform as a PDF file;
- b) it enters the particulars of the control document in the Platform, which produces the PDF file from them;
- c) it enters part of the particulars in the Platform and sends the document to a Driver, who completes the remaining particulars in their browser; the PDF file is produced only once the particulars are complete.

Beyond the functions described in b) and c), the Platform does not convert structured data into a control document. G4F does not check the particulars entered, does not supplement them and does not become the author of the control

document. Drivers who complete particulars under c) act within the Customer's sphere of responsibility pursuant to clause 3.3. As against G4F the Customer remains responsible for the document and for all particulars entered through its account, irrespective of who entered them. The statutory obligations of the consignor and of the actual carrier remain unaffected; which of them provides which particulars is a matter for agreement between them.

6.2 G4F stores the uploaded file and generates from it an Issued Copy preceded by a Cover Page. The content of the pages transmitted by the Customer is not altered in the process. Where the control document is generated in the Platform, G4F generates the Issued Copy from the particulars entered.

6.3 The Cover Page contains a QR code which holds the unique Retrieval Address of the Issued Copy.

6.4 The Cover Page states the date and time at which the file was uploaded to G4F. This information is expressly designated as the time of upload. G4F does not adopt any information regarding the time at which the document was generated in the Customer's system and does not verify any such information. Where the control document is generated in the Platform, the document states the date and time at which it was generated there.

6.5 G4F adds the corresponding time details to the Issued Copy as metadata of the PDF file and logs the upload as well as any subsequent modification of the Issued Copy. Where particulars are entered in the Platform, G4F also logs which User or which Driver entered or changed them and when. The Customer can retrieve this log for its own documents; it serves as evidence of who contributed which particulars.

6.6 The Retrieval Address uses exclusively the HTTPS protocol in accordance with the TLS 1.2 standard or higher and enables the Issued Copy to be downloaded directly without any additional log-in.

6.7 The Retrieval Addresses are formed using random identifiers with high entropy. They are neither enumerable nor derivable and are excluded from indexing by search engines.

6.8 The Customer is responsible for ensuring that the uploaded document complies with the applicable legal provisions. In particular, the Customer warrants that:

- the file was generated natively in digital form and is neither the result of a scan nor an image document;
- the file contains all particulars of the control document required by law and that these are correctly allocated among the undertakings involved;
- the particulars are accurate, complete, up to date and lawful;
- the file is uploaded and made accessible to the Driver before the actual commencement of the respective carriage.

6.9 G4F verifies neither the content of the uploaded files, nor whether they were generated natively in digital form, nor whether they contain the particulars required by law. G4F verifies only the technical characteristics of the file, in particular the file format and file size.

6.10 G4F is entitled to refuse the upload of files that exceed the permitted file format or file size or that are suspected of containing malicious code. The permitted file size is set such that the Issued Copy, including the Cover Page, does not exceed the maximum size permitted by law; it is specified in the service description.

7. Availability, Maintenance and Disruptions

7.1 G4F provides the Platform with an average monthly availability of 99.0%, measured over the calendar month.

7.2 Announced maintenance windows, events of force majeure, disruptions of telecommunications networks, disruptions at upstream suppliers outside G4F's reasonable sphere of influence, and impairments attributable to the Customer's infrastructure or usage behaviour are not included in the availability calculation.

7.3 Planned maintenance work will, where possible, be carried out outside usual business hours in Spain and will be announced at least 48 hours in advance.

7.4 DeCA Documents already stored and their Retrieval Addresses remain accessible irrespective of the availability of the Platform's other functions, provided that the disruption does not affect the storage infrastructure itself.

7.5 If the upload or provision function is temporarily unavailable, the Customer must resort to the substitute procedures permitted under the applicable legal framework. The Customer is required to provide for internal fallback procedures for such cases.

7.6 Disruptions are to be reported to hola@decaportal.es. Support availability and response times are set out in the service description.

8. Retention, Retrieval Addresses and Access

8.1 G4F stores the documents uploaded by the Customer and the Issued Copies generated from them in a repository and keeps them available for retrieval and download by the Customer for 12 months from the date of upload.

8.2 The Retrieval Address of a document remains accessible without any additional log-in at least until the expiry of 7 calendar days after the end of the carriage stated in the document. After that period, G4F may deactivate public retrieval.

8.3 Retention by G4F is a technical service. The statutory retention obligation rests solely with the Customer. G4F expressly recommends that the documents be backed up regularly in the Customer's own archive.

8.4 Upon expiry of the period under clause 8.1, G4F may delete the documents subject to prior notice of at least 30 days.

8.5 The Customer's rights following termination of the contract are governed by the GTC.

9. Access Credentials and Account Security

9.1 Users must keep their access credentials secret, store them carefully and not disclose them to third parties.

9.2 The Customer shall ensure that access credentials are not used jointly by several persons. A separate user account must be set up for each person.

9.3 The Customer shall notify G4F without undue delay of any suspicion of unauthorised knowledge or use of access credentials.

9.4 The Customer is liable, in accordance with the statutory provisions, for damage incurred by G4F or by third parties as a result of access credentials being disclosed to unauthorised persons.

10. Rights of Use and Restrictions

10.1 G4F grants the Customer, for the term of the contract, a non-exclusive, non-transferable and non-sublicensable right to use the Platform to the contractually agreed extent.

10.2 Making the use available to third parties is not permitted, unless the functionality expressly provides for shared use, such as making documents available to Drivers or to the Customer's contractual partners.

10.3 The Customer and its Users are prohibited, unless mandatory statutory provisions permit otherwise, from:

- translating, adapting, combining or otherwise modifying the Platform or the documentation;
- decompiling or reverse engineering the software or otherwise determining its source code;
- reproducing the software or the documentation or making it available to third parties, unless this is necessary for use in accordance with the contract;
- removing, altering or obscuring trade mark, copyright or other intellectual property notices;
- reading out the Platform by automated means or systematically extracting its contents where no interface intended for that purpose is provided.

11. Obligations of the Customer and of Users

11.1 The Platform may be used exclusively within the framework of the applicable legal provisions and within the scope of the functions provided.

11.2 The Customer and its Users are solely responsible for all data, documents and content entered, generated, transmitted or used via the Platform, and for the legal effects arising therefrom.

11.3 With each entry, the User confirms that they have checked the content entered and warrant its accuracy.

11.4 The Customer authorises G4F to transmit the data provided by it to third parties insofar as this is necessary for the contractual provision of the services, in particular for the delivery of documents to Drivers and contractual partners.

11.5 The Customer and its Users shall refrain from any act that jeopardises the functionality or the operation of the Platform. In particular, circumventing security

or access mechanisms, introducing malicious programs and acts that cause an excessive load on the systems are prohibited.

11.6 G4F is entitled to store data in a backup system or in a separate data centre. G4F is furthermore entitled to make changes to the structure or the format of the data for the purpose of remedying errors, and shall ensure in doing so that the existing data remain usable for the Customer.

12. Role of G4F

12.1 G4F acts exclusively as a technical service provider.

12.2 G4F is not a party to the transport, freight forwarding, sale or other contracts that the Customer concludes with its own customers, principals, shippers, carriers or Drivers, and does not participate in their initiation, conclusion or performance.

12.3 G4F verifies neither the content of the uploaded documents and the data entered, nor their compliance with statutory requirements, nor the identity of the Users or the Drivers.

12.4 The use of the Platform does not constitute legal advice and does not in itself effect compliance with the statutory obligations incumbent upon the Customer.

13. Third-Party Services and Technical Requirements

13.1 G4F uses third-party software services and infrastructure in order to provide the functions. The Customer acknowledges and consents to such use. The processors engaged from time to time are set out in the Data Processing Agreement.

13.2 Use requires an internet connection that meets the current state of the art. Without an internet connection, the Driver can access the document only if they

have previously saved it locally via the link transmitted to them. Disruptions of the internet connection may impair use.

13.3 The provision of the necessary infrastructure on the Customer's side, in particular terminal devices, operating systems, browsers and internet access, is the Customer's responsibility and must meet the current state of the art. The supported system requirements are set out in the service description.

14. Suspension in the Event of Breaches

14.1 In the event of a material breach of these Terms of Use, in particular in the event of unlawful use or endangerment of the security of the Platform, G4F is entitled to suspend the access concerned.

14.2 G4F shall inform the Customer of the suspension and shall grant the Customer a reasonable period to remedy the breach, insofar as this is reasonable given the nature of the breach.

14.3 A suspension does not affect read and download access to documents already stored, insofar as this is necessary for the Customer to comply with its statutory retention obligations.

14.4 The right to terminate for cause under the GTC remains unaffected.

15. Communications

15.1 G4F transmits to Users the messages necessary for the provision of the services, in particular registration confirmations, system notifications, password resets, transaction messages, security notices and support communications. These messages form part of the services and cannot be unsubscribed from while access subsists.

15.2 Promotional messages concerning products, new features and other information are sent only on the basis of separately and expressly given consent, obtained via a check box that is not pre-ticked, or on the basis of an existing customer relationship within the limits permitted by law.

15.3 Consent may be withdrawn at any time free of charge, via the unsubscribe link in each message or by notice to datos@decaportal.es. Withdrawal affects neither the lawfulness of the processing carried out up to that point nor the use of the Platform.

16. Warranty, Liability and Amendments

16.1 G4F's warranty and liability are governed exclusively by the GTC. These Terms of Use contain no separate warranty or liability provisions.

16.2 Amendments to these Terms of Use are made in accordance with the procedure set out in the GTC.

17. Data Protection

17.1 The processing of personal data carried out by G4F on behalf of the Customer is governed by the Data Processing Agreement.

17.2 Information on the processing of personal data by G4F as controller in its own right is set out in the Privacy Policy.

18. Final Provisions

18.1 Should any provision of these Terms of Use 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.

18.2 The language of the contract, the applicable law and the place of jurisdiction are governed by the GTC.

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