

# Hapag-Lloyd App: Terms of Use and Privacy Policy

(Version as at: 17.05.2018)

Use of the Hapag-Lloyd App is subject to the Terms of Use of Hapag-Lloyd Aktiengesellschaft (HLAG), Hamburg, Germany, as follows:

## 1. General

1.1 The Hapag-Lloyd App (the App) is a container tracing and schedule finding app. With it, you can use a mobile telephone or similar device, e.g. a tablet, to track the location of containers which Hapag-Lloyd is transporting via ship under contract to you or to find a schedule for a certain transport.

1.2 You can download the App from the Google Play app store operated by Google Inc., from the iTunes app store operated by Apple Inc or from the Windows Store operated by Microsoft Corporation. In China (for devices running on Android OS) you can only download it from the HLAG website.

1.3 Unless expressly agreed otherwise in writing, your use of the App is governed by these Terms of Use exclusively. Please be aware that the operators of the Google Play and iTunes app stores have their own terms of use, which apply in addition to these Terms of Use.

1.4 HLAG subscribes to its own voluntary Global Code of Ethics, which you can download and read [here](#).

## 2. Contract formation

2.1 An individual contract between yourself and HLAG for the use of the App is formed when you fully download the App and thereby accept these Terms of Use.

2.2 The App displays a link which you can click in order to [download](#) these Terms of Use as a PDF document.

## 3. Permitted uses and scope of services

3.1 The App enables you to determine the current location of your container at any given time or to find a schedule for a certain transport. Note, however, that the App's location data are transmitted via telecommunications infrastructure and the Internet, which are subject to technical faults from time to time. It is therefore possible that the location or schedule data may not always be an accurate reflection of your container's actual location or the actual schedule at the time at which you receive them. In other

words, it is not always possible to transmit the data in real-time. For example, it is possible that, owing to a fault in the transmission network, the transmission of the location or schedule data may take longer than normal, with the result that the location or schedule data may be out of date by the time you receive them. That is why the purpose of the App is only to give you an approximate indication of the current location of your container respectively an indication of the current schedule. To find out the exact time of arrival of your container at the agreed destination or the exact schedule, you will need to contact [your local Hapag-Lloyd office](#).

3.2 Furthermore departure and arrival dates are based on local date / time and may be subject to change without prior notice. Transit times and operational combinations are subject to change without prior notice. Irrespective of the routing shown by the App, Hapag-Lloyd may not be allowed to perform certain transports due to local regulations. In case of discrepancies between the information given by this App and your quotation, booking confirmation or any individual agreement with Hapag-Lloyd, your quotation, booking confirmation or agreement with Hapag-Lloyd shall prevail.

3.3 Under your contract with HLAG for the use of the App, you have a perpetual, non-exclusive worldwide license to use the App in accordance with these Terms of Use. Your rights of use under the license include the right to install the App on a mobile end device and the right to use the App in accordance with its designated purpose.

3.4 Your right to reproduce the App is limited to installing the App on a mobile end device (e.g. mobile telephone or tablet) in your immediate possession for the purposes of the App's intended use (clause 3.1); to such reproduction as is necessary for loading, displaying, running, transmitting and storing the app; and to the creation of a backup copy of the App by a person permitted to do so in accordance with section 69 d para. 2 of the German Copyright Act (Urheberrechtsgesetz).

3.5 The right to decompile the App is granted strictly in accordance with the conditions of section 69 e para. 1 subparas 1 to 3 Urheberrechtsgesetz and section 69 e para. 2 subparas 1 to 3 Urheberrechtsgesetz.

3.6 You are not permitted to lease or otherwise sublicense the App to others. Nor are you permitted to communicate or make the App available to the public by wired or wireless means, or to make it available to third parties, whether free of charge or in return for payment.

## **4. Liability**

4.1 HLAG's liability in ordinary negligence (einfache Fahrlässigkeit) is limited to cases in which it is in breach of a material obligation of the contract, that is, an obligation which is fundamental to the contract and on whose due performance you are generally entitled

to rely. HLAG's liability in negligence is further limited to losses which are typical and foreseeable at the time at which the contract is entered into.

4.2 The exclusions and limitations of liability in clause 4.1 do not apply in the case of loss of life, personal injury or injury to health, nor do they apply to liability under the German Product Liability Act (Produkthaftungsgesetz) or to breaches of guarantees given by HLAG.

## 5. Privacy policy

5.1 The App is provided by Hapag-Lloyd AG, Ballindamm 25, 20095 Hamburg / Germany, represented by the Board of Hapag-Lloyd AG (HLAG). You can find more details on the Members of the Board online at [www.hlag.com](http://www.hlag.com). HLAG is headquartered in the European Union, as such the processing of personal data is subject to the EU General Data Protection Regulation and the regulatory framework for ePrivacy in the European Union.

Please make sure that you only download and use this App if you agree to the terms and conditions of Hapag-Lloyd AG. In line with our general Privacy Terms and the Cookie Policy of Hapag-Lloyd AG, which you may find on the website mentioned before, we do not process data relating to minors under the age of 16.

If you would like to get in touch with our data protection officer, please contact Hapag-Lloyd AG, Corporate Data Protection, Ballindamm 25, 20095 Hamburg / Germany, or by e-mail at [dataprotection@hlag.com](mailto:dataprotection@hlag.com), or by phone at + 49 40 3001 3430.

You may withdraw your consent to the privacy terms any time, simply by deinstalling the App.

In order to provide you with the services of the App, we will have to store data on our servers relating to you. However, primarily this is only a user Id which is assigned with the installation of the App. This user ID is not person identifiable to us and will change in case you deinstall and reinstall the App. Via the App we provide certain online services, such as Quick Quotes and Online Booking, which may involve the processing of personal data. Using such services via the App is technically no difference to the use of the respective services via the website of Hapag-Lloyd AG. In case you use such services, we would like to invite you to review our Privacy Terms on the Hapag-Lloyd AG website at <https://www.hapag-lloyd.com/en/meta/privacy-statement.html>. In the Privacy Terms you will also find details on the retention periods applicable to the services distributed via the App.

At any time you may exercise your rights as a data subject under the EU GDPR; if you would like to do so, or if you would like to obtain more information on our privacy terms

and data protection policies, do not hesitate contacting the Corporate Data Protection Office under the address mentioned before or review the Privacy Terms on our website as referenced above. Specifically, you have the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object and rights in relation to automated decision making and profiling. In the context of providing you with the App we do not do any automated decision making and/or profiling.

All services behind the App are hosted in the European Union by Hapag-Lloyd AG. We do not provide your personal data to third parties, but may involve contractors for the provision of services such as Quick Quotes or Online Booking. These service providers are contractually obliged to adhere to relevant EU law.

In case you may feel we violated your rights as a data subject under the EU GDPR, you may lodge a complaint against us with the data protection authority of the State of Hamburg / Germany, which you may reach under the following address: Der Hamburgische Beauftragte für Datenschutz und Informationsfreiheit, Kurt-Schumacher-Allee 4, 20097 Hamburg, Germany, Tel.: +49 (40) 4 28 54 - 40 40, Fax: +49 (40) 4 28 54 - 40 00 E-Mail: [mailbox@datenschutz.hamburg.de](mailto:mailbox@datenschutz.hamburg.de)

As part of the App's use, HLAG stores and uses container numbers, booking numbers and MTD (maritime transport document) numbers. Each of these numbers may constitute personal data if the customer who shipped the container is a natural person. HLAG may also process meta-data which are required for technical reasons in order to be able to offer you our services. HLAG uses these data solely for the purpose of enabling you to use the App. HLAG does not disclose personal data to other HLAG companies or other third parties except where this is necessary for the use of the App or where disclosure is a statutory requirement. No data is exchanged between your device and our server when the App is closed. You can stop data from being stored or used by closing or uninstalling the App.

5.2 If you initially download the App from an app store operated by a third party (e.g. Google Inc., Apple Inc.), it is possible that such a third party may store and use your personal data. We have no control over whether and to what extent such a third party might do this. We therefore recommend that you read the relevant operator's privacy policy before using their app store. If you do not agree with these privacy policies, please refrain from downloading our App.

5.3 This app uses etracker technology ([www.etracker.com](http://www.etracker.com)) to collect data on visitor behavior. The data is collected pseudonomously for use in marketing and optimization. All visitor data is saved using a pseudonymous user ID and can be used to aggregate a usage profile. The data collected by the etracker technology will not be used to determine the personal identity of a website visitor, and will not be compiled with

personal data relating to the person referred to by the pseudonym, unless agreed to separately by the person concerned.

## **6. Final provisions**

6.1 If you are a person of business (Kaufmann), then exclusive jurisdiction to hear all disputes between you and HLAG arising in relation to or under the contract between you and HLAG rests with the competent courts of territorial jurisdiction in Hamburg, Germany.

6.2 The laws of the Federal Republic of Germany apply to these Terms of Use and the contract between you and HLAG but are subordinate to any conflicting provisions of mandatory national-level consumer protection legislation in force in the county in which you have your permanent place of residence. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.