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# TERMS *and conditions.*

General terms and conditions for using RPS Fleet Control (fleet.rps-gmbh.eu) and the “RPS GmbH” app, for sub-companies, their drivers and drivers for RPS.

*This is a translation for information. Only the German version is legally binding.*

## § 1 Scope and provider

(1) These general terms and conditions apply to the use of RPS Fleet Control (fleet.rps-gmbh.eu) and the “RPS GmbH” app for iPhone and Android (together “the portal”) by sub-companies, their drivers and drivers who drive for RPS (together “users”).

(2) The portal is provided by:
RPS GmbH, Mozartstraße 18, 74172 Neckarsulm, Germany
represented by the managing director Sajeeshan Pathamanathan
Commercial register: Amtsgericht Stuttgart (Stuttgart local court), HRB 805948
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(4) For drivers employed by RPS, their employment contract and the duties set out in it take precedence; for them these terms only govern the use of the portal. Agreements between RPS and its customers about vehicle transfers are not affected.

(5) For service providers, the framework contract for access to the RPS platform and the self-driver declaration for service providers, which they give when registering (§ 3), apply in addition to these terms. Where the framework contract contradicts these terms, the framework contract prevails.

## § 2 What RPS provides

(1) Through the portal RPS gives out vehicle-transfer jobs and organises how they are carried out: assigning or tendering jobs, accepting and declining them, placing bids, handover protocols with photos and signatures, status and location during a job, the job chat, incident reports and statements.

(2) For every job given out through the portal, RPS itself is the principal of the sub-company or driver.

(3) There is no right to be given jobs or to a particular number of jobs.

(4) RPS charges no fees for using the portal. Cancellation and hand-over fees under § 6 and contractual penalties and costs under § 6a are not affected.

## § 3 Registration and account

(1) Self-employed drivers and sub-companies (together “service providers”) apply for their account in the portal or in the app. The application consists of: the questions on the requirements, the confirmation of the e-mail address, the details and documents aske ce certi ver decla k cont

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the account RPS accepts the framework contract.

(3) Details and documents must be true, complete and up to date. When documents expire (for example the driving licence, residence permit or insurance), the service provider submits new ones in good time. False details, or documents that do not belong to the person, entitle RPS to suspend the account at once and to terminate the framework contract without notice.

(4) Sub-companies create the logins for their own drivers in the portal. In line with the self-driver declaration they only use drivers in permanent employment subject to social insurance, no freelancers, and guarantee that these drivers hold a valid driving licence and are entitled to carry out the jobs.

(5) Login details are personal and must not be passed on; each person uses their own login. If login details may have become known to others, the password must be changed at once and RPS informed.

(6) Account details must be kept correct and up to date, in particular the e-mail address and phone number. RPS sends order confirmations and other messages to the account's e-mail address.

(7) RPS may suspend an account for a time if a user breaches these terms or there is reasonable suspicion of misuse.

(8) The framework contract comes in two versions that differ in the vehicle insurance. The service provider chooses one when registering; drivers of a sub-company sign their sub-company's version.

- **Version A (RPS insurance):** RPS provides the insurance cover for the transfers. For insured damage to a vehicle caused through the fault of the service provider or the driver it uses, a deductible of EUR 1,500 per claim applies. The cost of the insurance is already calculated into the price offered and is not deducted aft re de in fra
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number, validity and the insurance certificate). Without sufficient proof RPS may block further jobs until the matter is cleared.

The framework contract sets out the details. The version can be changed for future jobs by signing the other version in the account.

(9) Every month, sub-companies upload in the portal or the app a current photo of the driving licence of the person responsible for the sub-company (front and back) and a current extract from the driving aptitude register of the Federal Motor Transport Authority in Flensburg (points register). Both proofs are valid for 30 days from the upload; the portal reminds seven days before they run out. If a proof has expired or is missing, or RPS has rejected it because of a defect, the sub-company cannot take new jobs (buy, bid, accept, or take over under § 6(8)), and RPS assigns it no jobs, until valid proofs are on file again. Jobs already taken must still be carried out. The portal sets the block automatically; on request a member of RPS staff reviews it (§ 10(9)).

## § 4 Jobs, acceptance and dates

(1) RPS offers jobs in the portal: as a direct assignment that can be accepted or declined, or as a tender to sub-companies. In a fixed-price tender the job is agreed when it is taken at the price shown; in a tender with bids RPS decides which bid wins.

(2) Accepting a job in the portal is a binding commitment. The pickup date is set when accepting; the portal shows the pickup date and the delivery deadline.

(3) After the acceptance RPS sends an order confirmation with the job details and the job PDF to the account's e-mail address. The details in the portal prevail.

(4) Sub-companies may pass accepted jobs on to their own drivers in the portal. Towards RPS they remain responsible for carrying them out.

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(7) When the service provider reports the delivery in the portal, RPS checks the job within 48 hours and closes it or reports defects.

(8) Service providers are independent businesses. They decide freely whether, when and how many jobs they accept, and are not obliged to keep themselves available or to be online in the app. Declining or not accepting a job has no disadvantages, in particular no block, no contractual penalty and no less favourable treatment for further jobs. They set their own working hours, order of jobs, travel to and from the job and route; RPS's requirements concern only the agreed result, the documentation, road safety and the customer's requirements for the vehicle.

## § 5 Carrying out jobs, protocols and duties

(1) The vehicle is to be moved with care, in line with traffic rules and only for the job in question. The drive is started in the app. The service provider chooses the route itself within the delivery deadline; private detours are not allowed. Excess mileage of more than 10 % above the route distance shown in the portal without an objective reason is compensated under § 6a(4); traffic jams, roadworks, diversions, closures, accidents, weather and refuelling and rest breaks are objective reasons.

(2) At pickup and at handover a start and an end protocol are made in the app, with the photos asked for, the odometer reading, existing damage and the signatures. The protocols are the evidence towards the customers and the basis of the statements.

(3) Damage, accidents, theft and other incidents must be reported to RPS at once through the incident report in the app. After an accident the police must always be called, even for minor damage, and a written accident report made. Duties towards the insurer (information, cooperation, deadlines) must be met in time; if the insurer refuses because a duty was breached, the service provider is liable for the resulting loss.

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(6) Customer data, access codes, vehicle data and prices are confidential and may only be used for the job in question. This also applies after the cooperation ends.

(7) No passengers may be carried during a transfer. The vehicle must not be used privately, kept overnight or taken home unless RPS has allowed it beforehand.

(8) The fuel requirements in the job must be met. If ignoring them causes extra costs, for example refuelling at the destination, RPS may claim them from the service provider.

(9) RPS refunds expenses such as fuel, tolls, vignettes and ferries against a receipt if they are provided for in the job or RPS has approved them beforehand; if approval is not possible because of urgency, necessary costs reported to RPS without delay are refunded. Receipts should be uploaded in the app right after the drive, at the latest on the day of delivery. RPS refunds receipts submitted later with the next credit note, provided the expense is proven. Deadlines or blocks in the portal do not extinguish statutory claims.

(10) After a breakdown the usual roadside assistance may be used and the vehicle towed if necessary. RPS must be told at once; the next steps are agreed with RPS.

(11) In winter road conditions the service provider may refuse a vehicle without suitable tyres (§ 2(3a) of the German Road Traffic Regulations, StVO) or interrupt the drive; this does not count as a cancellation under § 6. RPS must be told at once.

(12) The service provider pays its staff, temporary agency workers included, at least the statutory minimum wage under the German Minimum Wage Act (MiLoG) and pays social security contributions properly. If it uses subcontractors with RPS's consent, it binds them to the same duties by contract.

(13) For jobs into or within other countries, the service provider complies with the rules applying there, in particular traffic, toll and vignette rules and, for its own staff, the minim[illegible] in the job a[illegible]

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(1) A sub-company may hand back a job it holds – accepted, won with a bid or taken at a fixed price – in the portal. A cancellation fee applies. It depends on the time left until the agreed pickup and is a fixed amount or a share of the sub-company's own price for that job:

| Time until pickup | Cancellation fee |
|---|---|
| 72 hours or more | EUR 25 flat |
| 24 to under 72 hours | 50 % of the own price |
| under 24 hours, or after the pickup date | 100 % of the own price |

(2) The pickup date set when the job was taken counts, otherwise the customer's delivery date. A date without a time counts from 8:00 (German time). Without any date the first tier (EUR 25) applies.

(3) The same applies when one of the sub-company's drivers hands the job back; the fee is always the sub-company's. The portal shows the fee before the hand-back is confirmed.

(4) Cancellation fees are set off against the statement of the month in which the job was cancelled. RPS may waive a fee in individual cases.

(5) The sub-company may prove that RPS suffered no loss or a substantially lower one.

(6) Drivers who drive directly for RPS pay no cancellation fee.

(7) Instead of cancelling, a sub-company may offer a job it holds that has not started yet to the other sub-companies in the portal, up to the pickup date (hand-over). The offer is at the same price; the offering sub-company is not named. Until another sub-company takes the job, it stays with the offering sub-company, which remains resp

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(9) If nobody takes the job by the pickup date, the offer ends. The sub-company then carries out the job itself or cancels it with the cancellation fee under paragraph 1, which depends on the time of the cancellation.

(10) If the sub-company or its driver does not turn up for the pickup or does not start the drive without having cancelled the job before (non-performance, no-show), RPS may claim, instead of the cancellation fee, a contractual penalty of up to 200 % of the own price; no pay is owed for the job. RPS sets the amount in the individual case under § 6a(7).

## § 6a Contractual penalties and deductions

(1) These rules apply to service providers (§ 3(1)) and only where the service provider or the driver it uses is at fault. They do not apply to drivers employed by RPS (§ 1(4)). The basis is the service provider's own net price for the job (net job price).

(2) Protocols and receipts (maximum rates that RPS sets in the individual case under paragraph 7):

| Breach | Contractual penalty |
|---|---|
| Start or end protocol incomplete, in particular mandatory photos missing | up to 30 % of the net job price (depending on the extent, as a rule 10, 20 or 30 %) |
| Start or end protocol missing | up to 30 % of the net job price |
| Start or end protocol deliberately manipulated | up to 50 % of the net job price |
| Pickup or delivery receipt (signature at the handover) missing | up to 30 % of the net job price |

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| Delay | Contractual penalty |
|---|---|
| in the first 24 hours | up to 30 % of the net job price |
| on the second day | up to 60 % |
| on the third day | up to 90 % |
| from the fourth day | up to 100 % |
| delay not reported in the app or the job chat by the end of the delivery deadline | up to 100 % already after the first day |

(4) Lump sums and costs (not contractual penalties). The service provider may prove that no loss or a substantially lower loss occurred; RPS may claim a higher loss it proves:

| Reason | Amount |
|---|---|
| Excess mileage: more than 10 % above the route distance shown in the portal without an objective reason (§ 5(1)) | EUR 0.30 per kilometre beyond these 10 % |
| Smoking in the vehicle | cleaning and odour lump sum up to EUR 300 |
| Rubbish left in the vehicle | cleaning lump sum EUR 30 |
| Fines, cautions, parking and toll charges from the drive | the amount itself, no processing fee |

(5) Cancellations and no-shows are governed by § 6. No contractual penalty applies where the breach is due to circumstances the service provider is not responsible for, for example force majeure, accidents not its fault, a vehicle not made available, an app fault

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(7) A member of RPS staff decides on a contractual penalty or lump sum after reviewing the individual case. The amounts in paragraphs 2 to 4 and in § 6(10) are maximum amounts; RPS sets the amount according to the seriousness of the breach, the degree of fault and the disadvantage incurred by RPS. RPS states the reason and the amount in text form. The service provider may respond within 7 days; after that RPS sets the amount off against the next credit note (§ 7). RPS may waive or reduce the amount in individual cases.

(8) The service provider may prove that RPS suffered no loss or a substantially lower one. A contractual penalty is credited against a damages claim for the same breach; further claims are not affected.

## § 7 Pay and statements

(1) A sub-company receives the price shown to it for the job in the portal. Drivers see no prices; their pay follows their agreement with RPS or with their sub-company.

(2) RPS settles by credit note (Gutschrift): once a month, in arrears, with one combined credit note for all jobs RPS confirmed as completed in the previous month (§ 4(7)). The service provider agrees to this procedure. The credit note is paid within 30 days to the bank account stored in the account; the parties expressly agree this period. Statutory claims, in particular to default interest after the period has passed, are not affected.

(3) The statements can be viewed in the portal. Refundable expenses are settled with them under § 5(9).

(4) Cancellation and hand-over fees (§ 6) and contractual penalties and costs under § 6a are set off against the service provider's credit note.

(5) Waiting time: if the driver has to wait at the pickup or delivery location for more than 30 m e agre 10 net p he time

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the vehicle is not ready, not roadworthy or not handed over, or because RPS or the customer cancels the job –, RPS refunds the proven necessary costs of travel there and back and pays a lump sum of EUR 30 net. The wasted trip is reported on site in the app and, where possible, supported by a photo or confirmation.

(7) For a sub-company's drivers, the sub-company receives the amounts under paragraphs 5 and 6.

## § 8 Availability and use of the portal

(1) RPS aims for trouble-free operation but does not owe uninterrupted availability. Maintenance, faults at third parties (for example mobile networks, push services or app stores) and force majeure may limit use for a time.

(2) If the portal cannot be reached, jobs under way are continued on the details known; dates and problems are agreed with RPS by phone.

(3) The content of the portal – job data, texts, photos, maps, graphics, software and code – belongs to RPS or its customers. Users may only use it for their own jobs and must not copy, distribute or sell it or create works of their own from it.

(4) Without RPS's written consent it is forbidden to fetch or read out portal content with bots, scrapers or other automated tools, to put an excessive load on the portal, to link to, frame or mirror parts of the portal, and to modify, decompile or reverse-engineer the software, except where the law expressly allows it.

## § 9 Liability

(1) RPS is liable without limit for intent and gross negligence, for injury to life, body or healt

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(3) The liability of sub-companies and drivers for damage to transferred vehicles and from carrying out jobs follows the statutory rules. If a customer or a third party claims against RPS for damage culpably caused by a service provider or its driver, the service provider indemnifies RPS under the framework contract. Insurance payments are credited.

## § 10 Data protection

(1) The controller for the processing of personal data in Fleet Control, in the app and on the website is RPS GmbH (§ 1(2)). Details are in the privacy policy.

(2) RPS processes only the data needed to vet, deploy and pay: users' account, profile and registration data, the job and vehicle data (number plate, vehicle identification number, model, odometer reading and fuel level, damage), the protocols with photos and signatures, receipts, chat messages and incident reports. Data is not sold and not used for advertising.

(3) The app records the location only while a driver is signed in and has the app open (availability, deleted after 14 days), from the start to the end protocol of a job (route, deleted after 180 days), and for the parking position and an incident report. No location is recorded outside jobs or with the app closed. Location data is not used to rate performance or conduct.

(4) Vehicle and damage photos serve only as proof of the vehicle's condition and to clear up damage. They are not analysed automatically; people must not be photographed.

(5) RPS sees all data. A sub-company sees only its own jobs and drivers with their protocols, a driver only their own jobs, without prices. Customers receive protocols and photos where they need them as proof.

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(7) Sub-companies are themselves responsible for their own processing of their drivers' data. They inform their drivers about the processing in the portal (Art. 13 GDPR; they may refer to the RPS privacy policy for this), bind them to confidentiality and use data from the portal only for the respective jobs.

(8) Users have the rights under Art. 15 to 21 GDPR. They download their data themselves in Fleet Control and delete their account themselves in the app; any other request can be sent by e-mail to info@rps-gmbh.eu.

(9) The portal uses automated functions: calculating the route distance and arrival time, reminders of expiring proofs and blocking new jobs when proofs have expired (§ 3(9)), showing the cancellation fee (§ 6) and suggestions to the office for allocating jobs. Decisions that significantly affect service providers – refusing activation, blocking, termination, contractual penalties and deductions – are made by a person at RPS. Users may ask for information about these functions and for the reasons for, and a review of, a decision affecting them; RPS replies within two weeks.

## § 11 Term, termination and account deletion

(1) Use begins when the account is activated and runs for an indefinite period. Service providers and RPS may end the cooperation with three months' notice in text form (for example by e-mail). The right to terminate without notice for good cause is not affected. For a sub-company's drivers, use ends with their sub-company's cooperation or when the sub-company closes their login; for drivers employed by RPS, their employment contract applies.

(2) Users delete their account themselves in the app or in Fleet Control, or ask for deletion by e-mail to info@rps-gmbh.eu. Deleting the account counts as notice; the rights under the GDPR are not affected.

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- not turning up for a job taken (no-show);
- not taking the direct route, keeping the vehicle overnight or using it privately;
- start or end protocol not made in the app, or drives without location sharing in the app;
- repeated lateness or repeated excess mileage without good reason;
- cancelling more than 5 % of the jobs taken;
- deliberately false or missing details of number plates, times or odometer readings;
- not reachable for RPS before, during or after a job;
- negligently obstructing the handling of damage or insurance claims;
- repeatedly not refuelling although the job requires it, or repeatedly charging costs RPS does not owe.

(5) If RPS terminates for good cause, it may take back the service provider's open jobs or give them to other service providers and tells the service provider so. There is no right to pay for jobs taken back.

## § 12 Changes to these terms

RPS may change these terms with effect for the future if the law, the portal or the processes change. Changes are announced by e-mail or in the portal at least two weeks before they take effect. If a user does not object before they take effect, they count as accepted; RPS points this out in the announcement. If a user objects, either side may end the use.

## § 13 Final provisions

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(4) These terms exist in German and English. The German version is binding.

As of 29 November 2026 (version 1.7). For existing accounts this version applies from 13 December 2026, or from an earlier agreement in the portal (§ 12).

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