

General Terms and Conditions of Moovick for Clients

General Terms of Moovick (a product of Luggage Pool 24 UG)

These Terms and Conditions constitute a legally binding agreement between you and Luggage Pool 24 UG is a Unternehmergesellschaft (limited liability company) with its registered office at Zehntgasse 7, 73655 Pluederhausen, Germany and with registration ID DE329140292 ("**Moovick**"). By accessing, using or registering with the Moovick Platform or app, you hereby acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement that we may publish from time to time. Please read this Agreement carefully. If you do not agree to all of these terms and conditions, you may not access the website or use our services.

By using the Moovick Platform, you represent and warrant that you are at least 18 years old, and are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts. All new features or information added to the website are also subject to the Terms of Use. On this website, you can view the latest version of the Terms of Use at any time.

Definitions

Users: "User" or "Users" refers to a person registered on the online platform or app Moovick or who use Moovick either to avail or provide a set of services.

Clients: "Clients" are individuals and/or businesses seeking to obtain short-term services. They request a task to be carried out for a service or make a booking for a service with a Service Provider using the Moovick Platform.

Service Providers: A "Service Provider" on the Moovick refers to the Driver, Mover, Handyman or any professional offering their services to Clients on Moovick.

Agreement: Users acknowledge and agree that a legally binding contract with another User (the **Agreement**) is formed when these Users agree on the terms of a Task followed by an official booking with Moovick.

Task: a "Task" will be the subject of the Agreement. A Task may be, but is not limited to, office relocation, employee relocation, furniture transportation, exhibition logistics, pallet delivery, freight transportation, van transportation, FTL transport, furniture assembly, LTL transportation, Helpers and/or handyman services.



Handyman: a "Handyman" is a professional who offer a variety of services to help individuals and businesses with small and medium-sized tasks that may not require the expertise of a specialized contractor. These services can include anything from basic home repairs, cleaning, and maintenance to furniture assembly, landscaping, and moving assistance. **A Handyman us not considered as an employee or an agent of Moovick.**

Moovick is a platform

Moovick provides a platform where Clients and Service Providers can connect and complete tasks. Clients post task requests on platform or request via Email to the Moovick Team or book Service Providers based on their desired skills and preferences. Service Providers on Moovick's platform are self-employed and independent contractors of Clients, not employees, partners, or representatives of Moovick. Moovick does not directly perform any tasks and acts only as a facilitator through the platform, not participating in the orders/bookings as a contractual party, representative, agent, or similar.

Conclusion of the Agreement between the Client and the Service Provider

A task request posted by a Client serves as a non-binding invitation for Service Providers to submit their offers based on the task specifications. If a Client accepts the offer of a Service Provider, a legally binding agreement is formed between them. Clients can also view Service Provider profiles and offers and book them directly, creating a binding agreement once the Service Provider accepts.

For the services, the Service Provider and the Client must adhere to all the information shared and agreed upon through Moovick, including but not limited to, days and hours, distance, vehicle and package requirements, pricing, etc.

Prohibited items

It is the responsibility of the Client to ensure that items prohibited by law cannot be the object of an Agreement for disembarkation, transit and/or embarkation.

The following items are prohibited and not limited to:

- Dangerous materials
- Counterfeit goods
- Stolen currency
- Alcohol



- Firearms, ammunition, explosives, or chemicals
- Human remains
- Pornographic or obscene materials
- Drugs
- Products or items related to illegal activities, such as drug production
- Any object that is prohibited by law at the place of origin, destination, or in transit between the two
- Batteries
- Flammable materials such as aerosols
- Knives, batons, or other weapons
- Items without a required customs declaration.

Terms of payment

The payments on the Moovick platform can be made using credit card, iDEAL or by invoices.

Credit Card:

Upon transmitting the transaction details, you may also provide your credit card information. Upon verification of your identity as the legitimate cardholder, Moovick will request your credit card company to initiate the payment.

Invoices

The payment via Invoice can be paid as follows:

- 50% of the amount must be paid 7 days prior to the start of the task
- The remaining 50% will be paid with in 7 working days after the completion of the Task

1. Clients (with services including Transportation)

1.1. The Client shall deliver the goods to the Service Provider for transport at the designated address and time specified in the shipping order. The Client must load, transport and secure the goods in transit and ensure their unloading. The Service Provider must provide reliable surveillance during transport, the level of which will depend on the type and scope of the specific order.

1.2. The Client must provide the Service Provider with information on the quality, specifications and special features of the goods to allow proper transport execution. This information must



include details such as weight, type, quantity, dimensions and weight of individual items, packaging, etc. The Client has the right to provide instructions to the Service Provider, but if these are not clear or feasible, the Service Provider may act at their discretion. If the Client insists on following unclear or unfeasible instructions, they will be responsible for any resulting damages.

1.3. The Client must ensure that all routes to the loading and unloading points are safe and unobstructed to allow for timely loading and unloading. If access is not possible, the Service Provider may terminate the shipping order without notice, and the Client will be responsible for payment of the agreed fee. If the Service Provider terminates before loading, the Client must pay the agreed fee. If termination occurs before unloading, the Client will pay the full agreed fee and will be responsible for storing the goods at their own expense.

1.4. The Client must provide functional load securing equipment and loading aids such as tension belts or anti-slip mats free of charge as needed. The Service Provider will not return or exchange these materials and the Client must retrieve them unless a separate fee is agreed. The Client must also indemnify Moovick and/or the Service Provider for any claims made by a shipper regarding load securing and loading aids.

1.5. The Client is responsible for paying all taxes and import duties related to the cargo. The Service Provider is not responsible in this regard.

1.6. If significant differences between the agreed and actual delivery factors (route, weight, cargo properties, etc.) arise during transport, the Service Provider may adjust the agreed fee based on a fair calculation as outlined in § 315 ff. of the German Civil Code.

1.7. The Client is ultimately responsible for the cargo in the event of product deterioration resulting from inadequate packaging. When making an offer request, the Client must ensure that the weight and dimensions of the packages are clearly stated to avoid any additional charges that may result from the need to use a larger vehicle to comply with applicable laws and regulations. Information regarding the vehicles used can be found on the Moovick website.

1.8. The Client may cancel the shipping order at any time without explanation, but if cancellation occurs 7 days before the agreed loading time, the Client will be charged 25% of the agreed fee. If cancellation occurs 48-24 hours before the agreed loading time, the Client will be charged 50% of the agreed fee. If cancellation occurs within 8 hours of the agreed loading time or if loading does not occur at the pickup location, the Client will be charged the



full agreed fee 100%.

cancellation of a Task involves a Handyman, the following cancellation terms shall apply:

- If the Client cancels the Task immediately after booking, they shall be required to pay 25% of the total amount.
- If the Client cancels the Task 7 days before the scheduled Task date, they shall be required to pay 50% of the total amount.
- If the Client cancels the Task 48 hours before the scheduled Task date, they shall be required to pay 75% of the total amount.
- If the cancellation occurs within 48 hours before the scheduled Task date, the Client shall be required to pay the full amount, i.e., 100% of the total amount. In such a case, the Client shall not be entitled to any reimbursement.

1.9. Moovick may terminate the order if there is a valid reason, such as false information provided by the Client, fraudulent actions, or changes in requirements that make transport execution more difficult. In the event of termination by Moovick, they may demand flat-rate damages of 100% of the agreed fee and may claim additional damages. The Client will be responsible for any additional costs incurred.

1.10. The Client must reimburse Moovick and/or the Service Provider for all additional costs incurred due to incorrect information provided for transport execution. Neither party may assign or transfer rights without the consent of the other party.

1.11. The Handymen supplied by Moovick are independent contractors and are not considered employees or agents of Moovick. Moovick shall not be held liable for any damages caused by the Handymen. Moovick's liability for any claims arising from the use of the Handymen is limited to EUR 300 (three hundred euros).

1.12. The Client is responsible for obtaining all industry specific safety permits or any other necessary documents for the engagement of the freelancers on site, including RAM. Moovick may assist the Client in obtaining these documents, but Moovick shall not be responsible for providing them.

1.13. By agreeing to these terms and conditions, the Client acknowledges that they will not enter into a direct contract with any Service Provider for a period of two years after using Moovick's services. However, the Client may choose to engage the same Service Provider outside of Moovick's platform by paying a commission to Moovick.



1.14. Unless otherwise specified or agreed, the Parties are not entitled to assign or transfer all or individual rights arising from their contractual relationship in text form without the prior consent of the other party.

2. Final provisions:

2.1. German law, excluding the UN Sales Convention, shall apply to all legal relationships between Moovick and the Clients and/or the Service Providers.

2.2. For all legal disputes arising from or in connection with the Contract between the Service Provider or the Client and Moovick, the exclusive place of jurisdiction for all Parties involved at Moovick's registered office, unless mandatory statutory provisions to the contrary apply. Before any party takes any legal action against the other party, the parties must first participate in a good faith effort to resolve the dispute through mediation.

2.3. Product prices may change without prior notice. We reserve the right to alter or discontinue the Service (or any part of it) at any time without notice. We will not be held responsible for any changes, price adjustments, discontinuation or suspension of the Service to you or any other third party.

2.4. Both the client and Service Provider have the opportunity to evaluate each other after completion of a task. These evaluations can be in the form of ratings (1-5 stars) and written reviews. The reviews must be honest and truthful and must not contain any offensive or illegal content. Any violation of this may result in the removal of the review or the user being blocked, or any other appropriate action.

2.5. Users may be individuals or businesses using the platform for their own interests. Service Providers should not rely on the platform as their primary source of income and are solely responsible for any violation of tax and social security laws. Moovick is merely a platform connecting people with common interests and holds no responsibility for services or relationships between users. Users must abide by all relevant laws. The user agrees to comply with the terms of this agreement, follow community rules, and pay for services received according to the terms of this agreement. The user is responsible for verifying information about services and their costs on the Moovick platform. When using the Moovick platform, the user must follow applicable laws, including tax laws. The user must use the services for legitimate purposes, not violate Moovick's or any third party's rights, not compromise the security of third parties, and not attempt to access another person's account. The user must



not advertise prohibited items and must review related information at least once a month. Continued use of the service indicates the user's agreement to changes and additions, unless otherwise stated in this agreement. Service Providers act as individuals or businesses and are not employed by Moovick. Any accidents or damages that occur during the performance of a task by users are the sole responsibility of the users and Moovick will not be held liable. The users must indemnify and protect Moovick from any related third-party claims.

2.6. The website and its content must not be used:

- for illegal purposes
- to participate in illegal activities
- to violate any international, federal, state, regional or local regulations, rules, laws, or ordinances
- To infringe on intellectual property rights
- For harassment, abuse, insult, violation, defamation, libel, slander, intimidation or discrimination based on gender, sexual orientation, religion, ethnicity, race, age, nationality, or disability
- To provide false or misleading information
- To upload or transmit any malicious code that may affect the functionality or operation of the service or any related websites or the internet
- To collect or track personal information of others
- For spamming, phishing, pharming, pretending, spidering, crawling, or scratching
- For obscene or immoral purposes
- To interfere with or circumvent the security features of the service or any related websites or the internet.

2.7. Only services booked through the Moovick platform can be considered for a refund. Any agreements made outside of the Moovick platform will not be eligible for a refund. A user's cancellation may initiate a refund process, which can take up to 7 working days. For more information, please refer to our Cancellation & Refund Policy.

2.9. Moovick takes no responsibility for the accuracy, completeness, or timeliness of the information provided on its website. This information is intended for general information purposes only and should not be used as the sole basis for decision making. Using the information on the website is at your own risk and Moovick does not guarantee its accuracy. The website may contain historical information, which is for reference only and may not be the

for business

latest information. Moovick reserves the right to change the website's content at any time, but is not obligated to update it. It is your responsibility to monitor changes to the website.

2.10. Moovick does not guarantee the uninterrupted, secure, error-free, or timely use of its service. The service, content, and all information on the website are provided "as is" without any warranties. Moovick offers third-party identity verification for added security during transactions, but cannot confirm the identity of each member. Determining the identity and suitability of other persons through Moovick's services is solely your responsibility. Moovick does not make any warranties for the accuracy, completeness, security, or timeliness of the services, user's declarations, content, or information on its platform. No information accessed through the platform constitutes a warranty not explicitly stated in the terms of use. You acknowledge that these limitations and exclusions of liability and warranty in the terms of use are fair and reasonable.

2.11. To the fullest extent permitted by law, Moovick shall not be liable for any incidental, indirect, exemplary, punitive, or consequential damages, lost revenues, or damages for loss of data or business interruption arising from the use or inability to use the platform. This applies regardless of whether the damages are based on warranty, contract, tort, delict, or any other legal theory, and whether Moovick was advised of the possibility of such damages.

2.12. These Terms of Use and any separate agreements through which Moovick provides services to you are subject to the laws of the Federal Republic of Germany and will be interpreted accordingly. Accessing the content may not be legal in certain individuals or countries. Accessing the website from outside Germany is at your own risk and you are responsible for complying with the laws of your jurisdiction. All disputes between Moovick and users or between users must first be resolved through negotiation. If resolution through negotiation is not possible, any lawsuits or proceedings arising from or in connection with the terms of use must be filed in a court in Germany, and you agree to the exclusive personal jurisdiction and jurisdiction of such courts.

2.13. Moovick reserves the right to update, modify, or replace parts of these terms of use at its sole discretion by posting updates and changes on its website. It is your responsibility to check the website regularly for changes. Your continued use of the website or service after any changes to these terms of use constitutes acceptance of such changes.

2.14. Moovick reserves the right to restrict the User's access to the Platform without prior notice, if there is a valid reason. The reasons for exclusion may include:



- Violation of these Terms and Conditions by the User.
- Suspicion of fraud or criminal activity by the User, without justification from the User to dispel such suspicion.
- Sending of commercial messages or any other disruptive or harmful content through Moovick's platform or app.
- Harassment of other Moovick users through the use of offensive, vulgar, or racist language.
- Failure to comply with applicable laws and regulations.