

## GENERAL TERMS AND CONDITIONS OF FAIRFLEET FOR CLIENTS AND PILOTS

### A. TERMS AND CONDITIONS FOR PILOTS

The following terms and conditions govern the use of the platform (see below) by pilots. Pilots are all external subcontractors who register on the FairFleet platform, regardless of whether they are drone pilots. Please read the terms and conditions carefully. Reading and accepting them is a prerequisite for using the platform. The terms and conditions can be saved and printed via the browser.

#### 1. Scope

The business relationship between FairFleet GmbH, Gotzinger Str. 48, 81371 Munich, registered at the Munich Local Court under HRB 239862, VAT ID No. DE317399447, represented by the managing directors Alexander Engelfried and Marco Kreuzer ('FairFleet'), and you as a registered user ('Pilot') is governed exclusively by the following terms and conditions. Deviating general terms and conditions or terms of payment on your part are not recognised, even if FairFleet does not expressly object to their inclusion.

#### 2. Use of the platform

##### 2.1. Description

2.1.1. FairFleet operates the website at fairfleet360.com / fairfleet.com / mstrpiece.de (and, if applicable, other alias domains, top-level domains or other MSTRpiece domains, etc.; hereinafter generally referred to as the 'Website') as well as any associated mobile apps ('Apps'; Website and Apps together hereinafter referred to as the 'Platform'). Customers can use the Platform to commission FairFleet to create and, if necessary, process aerial photographs/data ('aerial photographs') using drones. In addition, further software and platform functions can be used via FairFleet+ or FairFleet INSPECT for a fee. Pilots receive requests for jobs via the platform, which they can accept. FairFleet provides all relevant information for the execution of the orders via the platform. After completing an order, the pilot also shares the results, including the aerial images/data created, with FairFleet via the platform.

2.1.2. FairFleet either carries out the data collection itself or commissions independent commercial subcontractors.

##### 2.2. Entering into the user agreement

2.2.1. The use of the platform requires the conclusion of a licence agreement between FairFleet and the pilot on the basis of these terms and conditions (the 'licence agreement'). There is no entitlement to the conclusion of a licence agreement.

2.2.2. The conclusion of the contract of use presupposes that the pilot is an entrepreneur, i.e. that he is acting in the exercise of his commercial or independent professional activity (Section 14 (1) BGB). He must therefore also state his VAT ID number when submitting the offer (Section 2.2.4). If the pilot is a small businessman according to §

19 UStG or does not have a VAT ID number for other reasons, he can alternatively submit a written declaration that he does not need a VAT ID number. In such cases, FairFleet reserves the right to request suitable proof of the small business status or the reason for waiving the VAT ID number.

2.2.3. The licence agreement is concluded by offer and acceptance in two stages as follows:

2.2.4. The Pilot enters the registration data to be transmitted to FairFleet in the mask provided on the platform and agrees to the validity of these terms and conditions and the privacy policy by clicking on the corresponding fields of the mask. By clicking on the corresponding button on the screen, the pilot then submits his offer to conclude a limited (see section 2.2.6) licence agreement via the platform. The Pilot remains bound by the offer until receipt of acceptance by FairFleet in accordance with section 2.2.5, but for no longer than two weeks from the date of sending the offer.

2.2.5. FairFleet informs the pilot immediately by e-mail about the receipt of his offer and attaches the current terms and conditions as well as the privacy policy to this information e-mail. This information e-mail serves exclusively to confirm receipt of the offer and does not constitute acceptance of the same. The contract of use is only concluded by a separate declaration of acceptance by FairFleet. This acceptance can either be made expressly by e-mail or implicitly, for example by activating the pilot for the use of the platform interface (see section 2.2.6 below).

2.2.6. In order to be able to submit offers for the conclusion of aerial photography contracts (see section 3.3), the pilot must first conclude an unrestricted licence agreement with FairFleet. This contract is concluded by the pilot's offer and acceptance by FairFleet as follows:

1. the pilot submits the required documents via the platform, which include the authorisation to carry out commercial drone flights and proof of valid liability insurance (at least EUR 1,000,000 or 750,000 SDR coverage for personal injury and/or property damage per insured event).
2. FairFleet checks the documents submitted and reserves the right to request additional documents if necessary, including the submission of a photo ID and its upload to clarify the identity of the pilots. This measure is taken as part of customer requirements and for security reasons.
3. FairFleet can accept the pilot's offer either explicitly by a declaration of acceptance or implicitly by activating unrestricted access to the platform.

The unrestricted licence agreement authorises the pilot to submit offers for aerial photography contracts.

2.2.7. FairFleet informs the pilot immediately about the receipt of his offer. Section 2.2.5 applies accordingly.

2.2.8. If the pilot is a natural person, he must be at least 18 years of age in his country of residence when submitting his offer in accordance with section 2.2.4 or 2.2.6.

2.2.9. If the pilot is a legal entity, the offer may only be made by a number of natural persons authorised to represent the company, who must be named, in accordance with sections 2.2.4 and 2.2.6.

### 2.3. Use, rights of use, cancellation, no circumvention

2.3.1. The following provisions apply to both the restricted and the unrestricted licence agreement.

2.3.2. The Pilot does not owe FairFleet any remuneration for the use of the platform. Additional services that go beyond the mere use of the platform may be subject to a fee and are regulated in individual contracts.

2.3.3. The pilot must keep his registration data up to date at all times. To do so, they can edit their profile and master data on the platform.

2.3.4. The pilot must keep his access data to the platform, in particular his password, secret. He is obliged to inform FairFleet immediately if he has any indication of misuse of his access data.

2.3.5. The pilot is aware that an internet platform such as this one is a dynamic offer and that FairFleet must have the possibility to adapt the services offered via the platform at any time. FairFleet is therefore authorised to change the services provided via the platform, in particular if this is necessary for legal, economic or factual reasons.

2.3.6. FairFleet endeavours to keep the platform available without interruptions and to transmit data without errors. However, due to the nature of the Internet, FairFleet cannot guarantee unrestricted access to the platform at all times. For technical reasons (e.g. maintenance work) or due to force majeure (e.g. power failure), this access may be interrupted or restricted at short notice and without notice.

2.3.7. The pilot is prohibited from posting content on the platform that violates legal regulations. It is clarified that this may also include the relevant legal provisions of his non-German country of residence.

2.3.8. Furthermore, he is prohibited from posting content that violates the rights of third parties, in particular copyrights, trademark rights or personal rights. FairFleet reserves the right to block such content immediately as soon as it becomes known to FairFleet.

2.3.9. The pilot must ensure that the information and data he posts on the platform are not infected with viruses, worms or Trojan horses.

2.3.10. The Pilot shall indemnify FairFleet against all claims asserted by third parties against FairFleet for the reasons stated in sections 2.3.4 to 2.3.9.

2.3.11. At the time of uploading to the platform, the pilot grants FairFleet a simple, temporally and spatially unlimited, transferable and sub-licensable free right to use

content - for example texts, photographs, graphics or other data - that the pilot uploads to the platform for the purposes of the platform, in particular

- for reproduction and distribution using digital storage and reproduction media, irrespective of the technical equipment and including all digital and interactive systems, in particular also for reception by stationary and mobile end devices irrespective of the transmission path and transmission method;
- for storage and retrieval in electronic databases, including those of search engines, and electronic data networks, regardless of the storage and transmission technology;

regardless of the purpose of use, in particular for FairFleet's marketing purposes. The transferred rights of use also include the right to edit the content, in particular in such a way that it can be displayed on mobile devices (e.g. smartphones and tablets) in a suitable manner.

2.3.12. It is clarified that FairFleet does not grant the pilot any rights of use to protected works and other intellectual property rights of the platform. For example, the licence agreement does not entitle the pilot to use photographs or trademarks reproduced on the platform.

2.3.13. The licence agreement is concluded for an indefinite period. It may be terminated by either party at any time, even without good cause. It is clarified that aerial photography contracts (Section 3) that have already been concluded prior to the cancellation of this contract of use will still be carried out in accordance with these terms and conditions. It is further clarified that the conclusion of the licence agreement does not oblige the pilot to conclude aerial photography agreements (Section 3) with FairFleet.

2.3.14. Cancellation must be in text form (e.g. fax) to be effective. E-mail or the function via the website is sufficient for this purpose. Personal data will be deleted immediately after cancellation, unless their storage is still required for legal reasons or due to other legal regulations or contractual provisions with customers; in this case, the data concerned will be stored in accordance with the applicable regulations.

2.3.15. The pilot must refrain from circumventing the platform, in particular in such a way that he attempts to conclude side agreements or aerial photography contracts directly with FairFleet customers. FairFleet reserves the right to assert recourse claims in the event of a side agreement. At FairFleet's request, the pilot is obliged to prove that no circumvention of the platform has taken place.

2.3.16. The pilot is obliged to notify FairFleet immediately of any change in his authorisation to carry out commercial drone flights. If he loses this authorisation, he may no longer submit offers. Reference is made to section 3.3.5.

2.4. Blocking / resetting to a limited licence agreement

2.4.1. FairFleet is entitled to block the pilot's profile and access to the platform if and as long as there are concrete indications that the pilot is not or not sufficiently fulfilling his obligations under this licence agreement.

2.4.2. FairFleet is also entitled to reduce its services to the level of the limited licence agreement (see section 2.2.6) for a reasonable period of time to be determined by FairFleet if FairFleet determines that the pilot has violated essential obligations of the terms and conditions. Essential obligations are in particular those that are likely to shake FairFleet's confidence in the integrity of the pilot (e.g. violation of the prohibition of circumvention, section 2.3.15) as well as safety-related obligations (e.g. obligation to maintain liability insurance, section 3.5.1).

### 3. Aerial photography contract

#### 3.1. General

3.1.1. The pilot acts as an independent contractor. Within the framework of the aerial photography contract, he is free to determine his activities and business hours and procures the necessary resources himself.

3.1.2. The pilot is in no way prevented from acting on behalf of third parties. Reference is made to section 2.3.15.

3.1.3. Aerial photography generally refers to the collection of data of all kinds, the processing of data or the provision of data.

#### 3.2. Contract

subject of the aerial photography contract is the collection, provision or processing of data.

#### 3.3. Conclusion of the aerial photography contract

3.3.1. The offers on the platform are non-binding.

3.3.2. The contract for the performance of a drone flight for the creation of aerial photographs/data (the 'Aerial Photography Contract') is concluded by offer and acceptance in accordance with the following clauses 3.3.3 et seq.

3.3.3. The pilot can view requests for the creation, processing and provision of aerial photographs/data on the platform interface or smartphone app accessible to him. The viewable requests do not constitute an offer by FairFleet to the pilot to conclude an aerial photography contract, but merely an 'invitatio ad offerendum', with which FairFleet merely signals its basic willingness to conclude an aerial photography contract with the pilot.

3.3.4. The pilot can submit an offer to conclude an aerial photography contract with FairFleet for one or more of these requests, i.e. indicate via the platform the net price at which he is prepared to produce the requested aerial photographs/data or, in the case of a fixed price request, that he is prepared to produce the requested aerial photographs/data at the requested fixed price. The pilot is bound to his offer for 30

days after submission. The pilot is aware that the offer includes all costs necessary for realisation (such as travel costs, logistics costs, etc.).

3.3.5. The pilot may only submit offers in accordance with Section 3.3.4 if he fulfils all legal and official requirements necessary for carrying out the drone flight. In particular, the pilot is not authorised to submit a bid if the required ascent permit (ascent permit in accordance with state regulations), proof of knowledge and liability insurance (see Section 2.2.8) are no longer available at the time of the planned bid submission.

3.3.6. FairFleet informs the pilot immediately about the receipt of his offer and sends him these terms and conditions and the privacy policy with this information e-mail, if he is not yet fully registered on the platform (see 2.3). This information e-mail does not constitute acceptance of the pilot's offer. Rather, the aerial photography contract with FairFleet is only concluded with a separate declaration of acceptance by FairFleet by e-mail. FairFleet can also declare acceptance in another way.

3.3.7. Upon declaration of acceptance of the pilot's offer by FairFleet, the aerial photography contract between the parties is concluded.

3.3.8. Any coordination between the parties that may still be necessary to carry out the drone flight for the creation of the aerial photographs/data - for example, the agreement of dates for the inspection of the construction site - shall not prevent the conclusion of the contract; Section 154 (1) BGB shall be excluded.

3.3.9. Sections 2.2.10 to 2.2.12 also apply accordingly to the conclusion of the aerial photography contract.

#### 3.4. Execution of deadlines

3.4.1. If the pilot culpably fails to meet agreed deadlines, he is liable to FairFleet for any damages incurred by FairFleet as a result. The pilot must appear at the time agreed with FairFleet at the address agreed with FairFleet. If the pilot does not appear at the agreed time or cancels less than 48 hours before the agreed time, the pilot must bear the costs incurred by FairFleet to engage a suitable replacement pilot.

3.4.2. FairFleet reserves the right to change agreed dates. FairFleet will inform the pilot of this in good time in advance.

3.4.3. If the pilot is unable to keep an agreed appointment due to a delay and the customer is entitled to compensation as a result, the pilot is liable for damages. The pilot is obliged to inform FairFleet immediately of any delay.

#### 3.5. Duties of the Pilot

3.5.1. The pilot is obliged to maintain the insurance required for the performance of commercial drone flights, in particular liability insurance. The liability insurance, if available, must have the statutory minimum coverage, but at least a coverage of EUR 1,000,000 or 750,000 SDR. Without such insurance, he may not submit any offers or carry out any drone flights.

- 3.5.2. When carrying out the commissioned drone flight to create aerial photographs/data, the pilot is obliged to comply with the relevant local laws, in particular with regard to data and personal rights protection, air traffic law, other public law (e.g. with regard to any necessary special use permits) and criminal law (in Germany, for example, Section 109g (2) of the German Criminal Code), as well as any official requirements. Furthermore, the pilot must comply with all guidelines, registrations and codes to be observed in accordance with his authorisation to carry out commercial drone flights. Insofar as FairFleet offers certain assistance on the platform on a voluntary basis - for example by providing access to services that indicate no-fly zones - this does not release the pilot from the obligations described above. FairFleet reserves the right to provide the pilot with pre-planned drone flight plans for automated drone missions. However, the pilot is in any case obliged to check these pre-planned missions comprehensively and independently for their correctness and feasibility, in particular with regard to the safe and legally compliant execution of drone flights. If the pilot realises that the pre-planned mission cannot be carried out as planned, he is obliged to inform FairFleet immediately, but at the latest before the start of the flight. The final responsibility for the safe and legally impeccable execution of the flight always lies with the pilot. Any damage arising in connection with a pre-planned mission does not justify any liability claims against FairFleet. Claims resulting from any defects or errors in the pre-planned mission are to be addressed exclusively to the manufacturer of the flight planning software used. FairFleet does not assume any warranty in this respect.
- 3.5.3. The Pilot is obliged to fulfil its services in accordance with the tender in full, in the agreed quality, the agreed number of recordings and within the agreed implementation period. This includes the recording of the commissioned recordings as well as the complete, seamless transfer of the data to the FairFleet platform. FairFleet is entitled to withhold payment as long as the service has not been provided in full as agreed, including quality, number and execution period.
- 3.5.4. The pilot is obliged to upload the aerial photographs/data taken and, on request, all flight logs to the platform no later than 12 hours after completion of the drone flight, unless other agreements have been made. FairFleet must be informed immediately of the completion of the upload. Possible deviations from the agreed scope of services or problems that occur must be reported immediately, as otherwise FairFleet cannot guarantee full coverage of the costs.
- 3.5.5. The pilot is obliged to delete all data of this order completely and finally within two weeks after acceptance of the uploaded aerial photographs/data. This also applies to contact details (telephone numbers, e-mail addresses, etc.) of contact persons, project managers or other third parties whose contact information was only transmitted to the pilot for the execution of the project. FairFleet is also entitled to request written confirmation from the pilot if necessary. In addition, FairFleet is entitled to check compliance with the deletion obligation in the form of an audit. FairFleet will announce the audit in writing 45 days in advance. The pilot undertakes to assist in the audit by FairFleet or an independent expert (hereinafter the "auditor"), to support the auditor to a reasonable extent and to grant the auditor sufficient access to information

3.5.6. Clarification: The pilot is not entitled to use the name of FairFleet's customer, on whose request the aerial photography contract with FairFleet is based (see section 3.3.3), as a reference or to publicly disclose other information or even recordings/recordings relating to the order (in particular data or photographs, including on social networks).

3.5.7. FairFleet reserves the right to require the pilot to wear clothing or equipment with logos of FairFleet (and all associated brands) or of customers for each order. The pilot is obliged to wear the clothing or equipment provided by FairFleet or the customer, including visible logos, during the execution of the respective orders. This equipment, such as helmets or merchandise, is provided to the pilot by FairFleet free of charge. The pilot must use the provided equipment properly and return it in perfect condition after completion of the respective order, unless otherwise agreed.

### 3.6. Usage rights

3.6.1. By uploading the aerial photographs/data (section 3.5.3), the pilot grants FairFleet an exclusive, transferable and sublicensable right of use to the same (hereinafter referred to as the "work"), unlimited in time, space and content. The right of use includes in particular the right

- for reproduction and distribution, in particular in printed works and printed publications of any kind, using digital storage and reproduction media, regardless of the technical equipment and including all digital and interactive systems, in particular also for reception by stationary and/or mobile end devices, regardless of the transmission path and transmission method,
- for making available to the public and making available on demand, i.e. the right to store the work, to make it available to the public, to transmit it to one or more users, in all analog or digital electronic databases, electronic data networks and networks of telecommunication services,
- for storage in electronic databases, including those of search engines, and electronic data networks, regardless of the storage and transmission technology,
- the right of communication to the public, i.e. the right to reproduce the work commercially or non-commercially, by means of phonograms, videograms, audiovisual recordings, multimedia recordings or other data carriers, in particular also magnetic tapes, magnetic tape cassettes, video disks, chips, in all formats, using all analogue and digital processes and techniques;

regardless of the purpose of use and in particular also for the customer's advertising and marketing purposes.

3.6.2. This also includes the right to edit the work, in particular in such a way that it can be displayed in a suitable manner on mobile devices (smartphones, tablets, etc.).

3.6.3. The granting of rights also includes the use of excerpts of the works and use in connection with other works.

3.6.4. It is clarified that the pilot is not authorized to use the aerial photographs/data as a reference, i.e. for self-promotion or other purposes. In addition, no information



about a project may be made public (this also includes the publication of photo/video recordings from the site). Reference is made to point 3.5.4.

3.6.5. The pilot expressly waives recognition of his authorship of the work (§ 13 UrhG) and the copyright designation, insofar as permissible.

### 3.7. Acceptance

If FairFleet does not submit a declaration of acceptance to the pilot within 15 days of uploading the aerial photographs/data to the platform (Section 3.5.3), acceptance is deemed to have been declared. However, if queries or requests for further data and information are made within this period in accordance with section 3.5.3 and section 3.5.4, the entire service shall be deemed not to have been accepted. In this case, the service shall only be deemed to have been provided in full upon written acceptance.

### 3.8. Compensation, payment methods

3.8.1. The agreed remuneration is due upon acceptance (Section 3.7), notwithstanding Section 641 (2) BGB. The payment period is 30 calendar days after acceptance and receipt of a correct invoice (this includes in particular important project information for the clear allocation of the service, such as the FairFleet order number (order ID) and all correct bank information). Invoices must be provided in electronic format (e.g. as a PDF) in accordance with FairFleet's specifications. Sending invoices by post or fax is not accepted by FairFleet.

3.8.2. Any transaction costs are shared between FairFleet and the pilot. Bank charges incurred by the recipient are not covered by FairFleet. Reminder fees may not be charged by the pilot.

3.8.3. If the Pilot does not provide FairFleet with all required data correctly, there may be delays in payment, as FairFleet follows a strictly defined payment process. The Pilot has no claims against FairFleet due to delayed payments if the invoice contains incorrect or incomplete information. Changes to the bank information or other relevant payment data of the pilot must be communicated to FairFleet immediately (by e-mail to [accounting@fairfleet.com](mailto:accounting@fairfleet.com)). For security reasons, FairFleet may request proof of the bank account from the pilot.

### 3.9. Termination

If FairFleet terminates the aerial photography contract because the continuation of the corresponding contract between FairFleet and its customer is no longer reasonable for FairFleet for an important reason set by the customer, the pilot is only entitled to payment for services rendered in full. Partial services are not remunerated.

### 3.10. Compensation, Retention

The pilot is only entitled to offset, withhold or plead non-performance of the contract if the counterclaims have been legally established, recognized or are undisputed.

### 3.11. Confidentiality

3.11.1. The Pilot undertakes to treat all business information transmitted by FairFleet and made known to him as strictly confidential and to protect it from unauthorized disclosure and use. This obligation of confidentiality extends in particular to all project information, including but not limited to: Customer names, contact persons, site addresses, geographic coordinates, and photographs and video recordings.

Exceptions to this confidentiality obligation exist only for information that:

- were demonstrably already known to the pilot prior to notification by FairFleet;
- the pilot has demonstrably received or receives lawfully from third parties without violating a confidentiality obligation;
- were already generally known or accessible at the time of notification by FairFleet; or
- become generally known or accessible through no fault or action of the pilot after notification by FairFleet.

The pilot is obliged to take all reasonable measures to protect the confidentiality of the information and to prevent unauthorized third parties from accessing this information.

3.11.2. The pilot is not authorized to disclose information about the flight, FairFleet's client, the order, the manner of collection or the purpose of the data collection to third parties without the express written consent of FairFleet. This applies in particular to persons on site. FairFleet must always be referred to in the event of queries. Any disclosure of confidential information, in particular specific project information, requires the prior express written consent of FairFleet. Excluded from this regulation is information that is required for official information or for obtaining flight permits.

3.11.3. Clarification: The pilot is not authorized to use the name of FairFleet's customer as a reference or to publicly disclose any other information, data or recordings/recordings relating to the order (in particular photographs or other content, including on social networks) without the prior written consent of FairFleet. The pilot is also obliged not to take any photographs or video recordings of the projects unless this has been expressly authorized in writing by FairFleet. FairFleet reserves the right to revoke a granted permission at any time without notice or giving reasons. Upon termination of the cooperation, the pilot is obliged to immediately return all confidential information and all copies thereof to FairFleet or to carry out their complete and verifiable destruction.

3.11.4. Any violations of these confidentiality obligations may have serious legal consequences and lead to claims for damages on the part of FairFleet. It is expressly clarified that all damages resulting from violations of this non-disclosure agreement are to be borne and compensated entirely and exclusively by the pilot. At FairFleet's

request, the pilot is obliged to prove that he has not disclosed any information to unauthorized third parties.

#### 4. General

##### 4.1. Applicable law, place of jurisdiction

4.1.1. These terms and conditions and the business relationship between FairFleet and the pilot are governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

4.1.2. If the pilot is a businessman, as referred to in Section 1 (1) HGB, or if he/she has no general place of jurisdiction in the Federal Republic of Germany, the district court at FairFleet's location is exclusively responsible for all disputes arising from the business relationship with the pilot.

##### 4.2. Contract language

The user agreement for the platform (para 2.2) and the aerial photography contract (para 3 ) are concluded in German.

##### 4.3. Liability

4.3.1. When it comes to fault, FairFleet is liable to the pilot in case of intent and gross negligence. In case of ordinary negligence FairFleet is only liable

- a) for damage resulting from injury to life, body or health,
- b) for damages resulting from a breach of a material contractual obligation (the fulfillment of which obligation enables the proper execution of the contract in the first place and the compliance of which the contractual partner regularly relies and may rely on); however, liability in this case is limited to compensation for foreseeable, typically occurring damage.

4.3.2.. FairFleet is liable for the loss of data in accordance with paragraph 4.3.1 only if such a loss could not have been avoided by the pilot taking adequate data protection measures.

4.3.3. The above limitations of liability also apply mutatis mutandis to the vicarious agents of FairFleet.

4.3.4. The above limitations of liability do not apply to claims under the Product Liability Act.

##### 4.4. Privacy policy

FairFleet collects, processes and uses data from the pilot as detailed in the Privacy Policy

##### 4.5. Subject to change

Changes to these terms and conditions will be communicated to the pilot by FairFleet in

writing, by fax or by email. If the pilot does not object to the changes within a period of 4 weeks from receipt of this notice, the changed terms and conditions shall be deemed agreed. The right to object and the legal consequences of his/her silence shall be separately indicated to the pilot in the event of a change in the terms and conditions.

4.6. Involvement of third parties, transferability

4.6.1. FairFleet is entitled to employ its services in accordance with the user agreement and to exercise its rights vis-à-vis third parties.

4.6.2. FairFleet is entitled, with a four week notice, to transfer the rights and duties from this contract, partly or fully to third parties.

Version of these terms and conditions: January 2025

## B. TERMS AND CONDITIONS FOR CUSTOMERS

Die nachfolgenden Geschäftsbedingungen regeln die Nutzung der Plattform (s.u.) durch Kunden. Bitte lesen Sie die Geschäftsbedingungen aufmerksam durch. Ihre Kenntnisnahme und Akzeptanz ist Voraussetzung für die Nutzung der Plattform. Die Geschäftsbedingungen können über den Browser gespeichert und gedruckt werden.

### 1. Scope of application

The business relationship between us, FairFleet GmbH, Gotzinger Str. 48, 81371 Munich, registered at Munich Local Court, HRB 239862, VAT ID No. DE317399447, represented by the managing directors Alexander Engelfried and Marco Kreuzer ('FairFleet'), and you ('customer') is governed exclusively by these terms and conditions. Deviating general terms and conditions of the customer are not recognised. This also applies if FairFleet does not expressly object to their inclusion.

### 2. Use of the Platform

#### 2.1. Definition

2.1.1. FairFleet operates the website at [www.fairfleet360.com](http://www.fairfleet360.com) / [fairfleet.com](http://fairfleet.com) (and other aliases such as [fairfleet.de](http://fairfleet.de) and others; hereinafter generally referred to as the 'Website') and any associated mobile apps ('Apps'; Website and Apps together hereinafter referred to as the 'Platform'). Customers can use the Platform to commission FairFleet to create and, if necessary, process aerial photographs/data ('aerial photographs') using drones. In addition, further software and platform functions can be used via FairFleet+ or FairFleet INSPECT (Part C. Software Agreement) for corresponding fees.

2.1.2. The FairFleet platform is an innovative tool for analysing, managing and processing data (mostly image or sensor data). It enables the creation of status reports and the identification, highlighting and categorisation of anomalies. The software supports decision-making processes by providing insights based on automated data analyses.

2.1.3. FairFleet either carries out the data collection itself or commissions independent commercial subcontractors.

2.1.4. At the customer's request, FairFleet will process the aerial photographs/data according to the customer's requirements after they have been created. 'Processing' here means that FairFleet, using special software, creates analyses based on the aerial photographs/data or carries out other processing work requested by the customer.

2.1.5. The customer shall be informed after the aerial photographs/data have been uploaded to the platform or, if processing has been agreed, after the processing of the aerial photographs/data has been completed. The customer can then download the (possibly processed) aerial photographs/data via the platform for free use. However, without an active FairFleet+ membership, the data will be available for a

maximum of 90 days from the date of provision.

2.1.6. The FairFleet platform is cloud-based and all data is stored on servers located within the European Union, in Germany.

## 2.2. Conclusion of license agreement

2.2.1. The use of the platform requires the conclusion of a licence agreement between FairFleet and the customer on the basis of these terms and conditions (the 'licence agreement'). There is no entitlement to the conclusion of a licence agreement.

2.2.2. The conclusion of the contract of use presupposes that the customer is an entrepreneur, i.e. that he is acting in the exercise of his commercial or independent professional activity (Section 14 (1) BGB). He must therefore also state his VAT ID number when submitting the offer (Section 2.2.3).

2.2.3. The licence agreement is concluded by offer and acceptance. The customer submits the offer either in accordance with section 2.2.4 (variant 1) or in accordance with section 2.2.7 (variant 2).

2.2.4. Variant 1: The customer enters the registration data to be transmitted to FairFleet in the registration mask provided on the platform and agrees to the validity of these terms and conditions and the privacy policy by clicking on the corresponding fields of the registration mask. By clicking on the corresponding button on the registration screen, the customer then submits their offer to conclude a contract of use via the platform. The customer remains bound by the offer until receipt of acceptance by FairFleet in accordance with section 2.2.6, but for no longer than two weeks from the date on which the offer is sent

2.2.5. FairFleet informiert den Kunden unverzüglich per E-Mail über den Eingang seines Angebots und übersendet mit dieser Informations-E-Mail diese Geschäftsbedingungen und die Datenschutzerklärung. Diese Informations-E-Mail stellt noch keine Annahme des Angebots des Kunden dar. Vielmehr kommt der Nutzungsvertrag erst mit einer separaten Annahmeerklärung durch FairFleet (Ziffer 2.2.6) zustande.

2.2.6. If FairFleet decides to accept the customer's offer to conclude a contract of use, FairFleet will send the customer an e-mail stating that the customer will be added to the platform or will declare its acceptance by other means, for example by telephone or tacitly after two weeks.

2.2.7. Variant 2: The customer can also directly submit an enquiry for the conclusion of an aerial photography contract (see section 3.2.3). In this case, sending the offer to conclude an aerial photography contract also includes the offer to conclude a licence agreement via the platform. In this case, acceptance of the offer shall be governed by the provisions of 3.2.2 et seq.

2.2.8. The customer must enter the registration data and profile data truthfully and completely.

2.2.9. If the customer is a natural person, they must be at least 18 years of age or have full legal capacity when submitting their offer in accordance with sections 2.2.3 and 2.2.4 or 2.2.7.

2.2.10. If the customer is a legal entity, the offer in accordance with sections 2.2.3 and 2.2.4 or 2.2.7 may only be made by a number of natural persons authorised to represent the company, who must be named.

### 2.3. Use, rights of use, cancellation, no circumvention

2.3.1. The customer does not owe FairFleet any remuneration for the use of the platform. Additional services that go beyond the mere use of the platform may be subject to a fee and are regulated in individual contracts. For the use of FairFleet+/INSPECT or software for analysing data, as well as the features of this offer, a separate, usually paid, membership is required. This has an annual or monthly term. FairFleet+ membership is automatically renewed and can be cancelled by the customer at the end of the term.

2.3.2. The customer must keep their login details and profile data up to date at all times. He can edit his profile on the platform for this purpose.

2.3.3. The customer must keep his access data to the platform, in particular his password, secret. He is obliged to inform FairFleet immediately if he has any indication of misuse of his access data.

2.3.4. The customer is aware that an Internet platform such as the present one is a dynamic offer and that FairFleet must have the possibility to adapt the services offered via the platform at any time. FairFleet is therefore authorised to change the services provided via the platform, in particular if this is necessary for legal, economic or factual reasons.

2.3.5. FairFleet endeavours to keep the platform available without interruptions and to transmit data without errors. However, due to the nature of the Internet, FairFleet cannot guarantee unrestricted access to the platform at all times. For technical reasons (e.g. maintenance work) or due to force majeure (e.g. power failure), this access may be interrupted or restricted at short notice and without notice.

2.3.6. The customer is prohibited from posting content on the platform that violates statutory provisions. It is clarified that this may also include the relevant legal provisions of the customer's non-German country of residence.

2.3.7. Furthermore, he is prohibited from posting content that violates the rights of third parties, in particular copyrights, trademark rights or personal rights. FairFleet reserves the right to block such content immediately as soon as it becomes known to FairFleet.

2.3.8. The customer must ensure that the information and data posted by him on the platform are not infected with viruses, worms or Trojan horses.

2.3.9. The customer shall indemnify FairFleet against all claims asserted by third parties against FairFleet arising from the circumstances described in clauses 2.3.3 to 2.3.8.

2.3.10. The customer grants FairFleet a simple, temporally and spatially unlimited, transferable and sub-licensable free right to use content (e.g. texts, photographs, graphics or other data) that the customer uploads to the platform for the purposes of the platform at the time of uploading to the platform, in particular for storage and retrieval in electronic databases, including those of search engines, and electronic data networks, regardless of the storage and transmission technology. The transferred rights of use also include the right to edit the content, in particular in such a way that it can be displayed on mobile devices (e.g. smartphones and tablets) in a suitable manner.

2.3.11. electronic data networks, regardless of the storage and transmission technology. The transferred rights of use also include the right to edit the content, in particular in such a way that it can be displayed on mobile devices (e.g. smartphones and tablets) in a suitable manner.

2.3.12. The licence agreement is concluded for an indefinite period. It may be terminated by either party at any time, even without good cause. It is clarified that aerial photography contracts (Section 3) that have already been concluded prior to the cancellation of this contract of use shall still be carried out in accordance with these terms and conditions. It is further clarified that the conclusion of the contract of use does not oblige the customer to conclude aerial photography contracts (section 3) with FairFleet.

2.3.13. The cancellation must be in text form (e.g. fax) to be effective. E-mail or online function is sufficient.

2.3.14. The customer must refrain from circumventing the platform, in particular in such a way that he attempts to directly conclude ancillary agreements or aerial photography contracts with pilots registered on the platform.

2.3.15. Unless otherwise stated by FairFleet, use of the FairFleet Platform is permitted worldwide, with the exception of countries or regions that are subject to legal sanctions or restrictions imposed by the European Union or its Member States, which may change from time to time. FairFleet is not liable for any use of the Platform that may violate such sanctions or local laws. It is the customer's responsibility to ensure that all such restrictions in force at the time are complied with when using the FairFleet platform.

## 2.4. Blocking

2.4.1. FairFleet is entitled to block the customer's profile and access to the platform if and as long as there are concrete indications that the customer is not or not sufficiently fulfilling his obligations under this licence agreement.

2.4.2. is entitled to permanently block the customer's profile and access to the platform if, at FairFleet's discretion, this is necessary to protect the functionality of the platform and/or the other platform participants, in particular if the customer



- has entered incorrect data during registration, unless the error is completely insignificant;
- has passed on his access data to a third party or his access data has otherwise become known to third parties;
- has breached its obligations under sections 2.3.4 and 2.3.7;
- does not fulfil its payment obligations.

### 3. Aerial photography contract

#### 3.1. Subject matter of the contract

3.1.1. The subject of the aerial photography contract is the collection and processing of data by FairFleet of certain areas selected by the customer for which the customer has obtained the necessary rights (Section 3.5). FairFleet does not carry out the data collection itself, but has it carried out by independent, professional drone pilots.

3.1.2. If specified accordingly by the customer in the context of his enquiry (section 3.2.3), FairFleet's offers 3.2.5 also include the processing of the aerial photographs/data created by FairFleet. 'Processing' here means that FairFleet, using special software, creates certain data sets on the basis of the aerial photographs/data or carries out other processing work requested by the customer.

#### 3.2. Conclusion

3.2.1. The offers on the platform are non-binding.

3.2.2. The contract for the performance of a drone flight for the creation and analysis of aerial photographs/data ('Aerial Photography Contract') is concluded by offer and acceptance in accordance with the following sections 3.2.3 et seq.

3.2.3. The customer submits an enquiry for the ordering and evaluation of certain services offered on the platform (aerial photographs/data) via the form provided on the platform (see also section 3.2.9). Alternatively, the customer can submit an enquiry for the ordering and analysis of individual services. These enquiries (3.2.3. p.1 or p.2) do not yet constitute an offer to conclude an aerial photography contract, but merely an 'invitatio ad offerendum', with which the customer merely signals his basic willingness to conclude an aerial photography contract with FairFleet.

3.2.4. Individual enquiries must be submitted by address. One pick-up location is included per enquiry. For example, enquiries about aerial photographs/data for Musterstraße 45b and 45c constitute two separate enquiries, unless otherwise agreed in the offer.

3.2.5. FairFleet informs the customer immediately by e-mail about the receipt of his request and sends him these terms and conditions and the privacy policy with this information e-mail, if the customer is not yet registered on the platform.

3.2.6. On the basis of the enquiry (section 3.2.3. p.2), FairFleet submits one or more offers for the conclusion of an aerial photography contract. Unless otherwise stated, the

respective offer is valid for 30 days from the date of posting.

- 3.2.7. FairFleet shall inform the customer of the feasibility of the request made (2.3.2. p.1) and, if feasible, shall submit an offer to conclude an aerial photography contract. The customer can accept the offer by written confirmation. By accepting the offer, the customer also agrees to the validity of these terms and conditions and FairFleet's privacy policy.
- 3.2.8. By confirming the offer, the customer has accepted FairFleet's offer to conclude an aerial photography contract and the aerial photography contract has been concluded between FairFleet and the customer.
- 3.2.9. Immediately after conclusion of the contract, FairFleet will send the customer a confirmation email about the conclusion of the aerial photography contract.
- 3.2.10. Instead of using the platform mask, the customer can also send his enquiry and acceptance of the offer to FairFleet by other means of communication - for example by e-mail, telephone or fax.
- 3.2.11. If the customer's enquiry includes the offer to conclude a contract of use for the platform (section 2.2.7), the following applies: The order confirmation in accordance with section 3.2.4 also includes the customer's offer to conclude the contract of use for the platform. The posting of offers by FairFleet (section 3.2.5) implicitly represents the acceptance of the offer to conclude the contract of use.
- 3.2.12. Any agreements between the parties that are still necessary for the execution of the drone flight for the creation of the aerial photographs/data - for example, the agreement of dates for any inspections - shall not prevent the conclusion of the contract; Section 154 (1) BGB is excluded.
- 3.2.13. Sections 2.2.8 to 2.2.10 also apply accordingly to the conclusion of the aerial photography contract.

### 3.3. Execution deadlines

- 3.3.1. Deadlines and dates for the contractual services promised by FairFleet are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed.
- 3.3.2. FairFleet may - without prejudice to its rights arising from the customer's default - demand from the customer an extension of performance deadlines or a postponement of performance dates by the period in which the customer does not fulfil its contractual obligations towards FairFleet.
- 3.3.3. FairFleet is not liable for impossibility of performance or for delays if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, strikes, lawful lockouts, official measures) for which FairFleet is not responsible. If such events make performance significantly more difficult or impossible for FairFleet and the hindrance is not only of a temporary nature, FairFleet is entitled to withdraw from the contract. In the event of hindrances of

temporary duration, the performance deadlines are extended or the performance dates are postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot reasonably be expected to accept the service as a result of the delay, he can withdraw from the contract by immediate written declaration to FairFleet.

3.3.4. If FairFleet is in default with a service or if a service becomes impossible for FairFleet, for whatever reason, FairFleet's liability is limited to damages in accordance with Section 3.11.

#### 3.4. Package bookings

3.4.1. If the customer has concluded an aerial photography contract for several drone flights for the creation and evaluation of aerial photographs/data ('package booking'), the customer's claim to the execution of the drone flights not yet carried out expires two years after conclusion of the contract (preclusive period).

#### 3.5. Obligations of the customer

3.5.1. The customer assures that he is the owner of the area from which aerial photographs are to be taken or that he has received the owner's consent to carry out the drone flight and the aerial photographs. Otherwise, the customer indemnifies FairFleet from all claims of the owner.

3.5.2. The customer shall provide the cooperation required for the execution of the aerial photography contract. In particular, the customer shall immediately provide FairFleet with any necessary documents (e.g. plans of the area to be flown over).

3.5.3. Customers are responsible for the security of their FairFleet platform accounts, including:

- Using strong and complex passwords.
- Changing used passwords regularly.
- Ensuring that login credentials are not shared or made publicly available.
- Maintaining a list of the customer's employees who are authorised to access the FairFleet platform.

FairFleet is not liable for unauthorised access or misuse resulting from the customer's failure to comply with these security measures.

Security breaches or cases of unauthorised access of which the customer becomes aware must be reported immediately to FairFleet at [account-security@fairfleet.com](mailto:account-security@fairfleet.com).

#### 3.6. Reciprocal granting of rights of use

3.6.1. FairFleet grants the customer an exclusive, transferable and sub-licensable right of use, unlimited in time, space and content, to the aerial photographs/data (the 'work') created and, if applicable, processed, upon receipt of payment of the remuneration owed (see section 3.7).

3.6.2. FairFleet expressly waives recognition of its authorship of the work (§ 13 UrhG) as far as legally possible.

3.6.3. The customer grants FairFleet the following rights: Upon conclusion of the aerial photography contract, limited in time to the time of acceptance of the aerial photographs/data, the customer grants FairFleet the rights of use to copyrighted works, in particular copyrighted buildings, which are located in the area of which FairFleet is to create aerial photographs/data in accordance with the contract, to the extent necessary for the fulfilment of the aerial photography contract. The right includes in particular the simple, spatially unlimited, sub-licensable right to

- reproduction,
- making available to the public, and
- to edit these works.

3.6.4. The customer grants FairFleet the unrestricted right to use external service providers to process the data. In addition, the customer grants FairFleet the right to use the collected data extensively, in particular for the improvement and further development of the FairFleet platform, including the optimisation of existing functions and the development of new functionalities. The data may also be used for the training, improvement and expansion of software, such as evaluation algorithms, AI software and machine learning models. FairFleet is also entitled to analyse, evaluate and aggregate the data in order to generate data-based insights and statistical findings that can benefit both FairFleet and third parties. The use of the data in anonymised or aggregated form for research purposes, studies and for the creation of market reports and benchmarks is also permitted. FairFleet may also use the data to develop and optimise automated decision-making processes and data-based services. The knowledge gained from the data may be commercialised by FairFleet without the customer having any rights to it or being able to assert financial claims. In addition, FairFleet is entitled to remarket data in anonymised or aggregated form, provided that it cannot be traced back to the customer or its projects. FairFleet undertakes to comply with the applicable data protection laws when using and marketing the data and to ensure that the customer's privacy is protected and that no conclusions can be drawn about individual customers or their projects, unless the customer has expressly consented to this.

3.6.5. The customer assures FairFleet that he has the rights required for the granting of rights in accordance with the above section 3.6.3 and that FairFleet does not infringe any rights of third parties through the permitted uses. The customer indemnifies FairFleet from claims of third parties arising from the infringement of their rights.

### 3.7. Acceptance

3.7.1. FairFleet shall inform the customer by e-mail as soon as the aerial photographs/data - which may have been processed - are available for viewing and retrieval by the customer on the platform.

3.7.2. If the customer does not submit a declaration of acceptance to FairFleet within two weeks of receipt of the information e-mail in accordance with section 3.7.1, acceptance is deemed to have been declared. FairFleet will expressly point out this consequence to the customer again in the information e-mail.

### 3.8. Remuneration, payment modalities

- 3.8.1. The prices stated on the platform or in offers are exclusive of any applicable VAT, fees and other public charges, unless otherwise stated.
- 3.8.2. FairFleet is authorised to issue the invoice either at the same time as the order or after the initial delivery. The remuneration, including any processing fee, is due upon delivery of the - possibly processed - aerial photographs/data.
- 3.8.3. If the customer purchases services directly via the online platform, these must be paid for immediately via the payment service provider. This also applies to services within the scope of FairFleet+ or other digital services, such as software, unless expressly agreed otherwise.
- 3.8.4. FairFleet is entitled to provide outstanding drone flights and, if applicable, the processing of the aerial photographs/data only against advance payment or provision of security if FairFleet becomes aware of circumstances after conclusion of the aerial photography contract which significantly reduce the creditworthiness of the customer and jeopardise the payment of outstanding claims. The same applies if FairFleet does not know the customer, if there are doubts about the customer's financial capacity or if the scope of the service is so high that considerable economic losses or an advance financial payment by FairFleet would have to be expected. In these cases, FairFleet can demand a down payment or advance payment.
- 3.8.5. If the work on site is delayed and this delay is not attributable to FairFleet, reasonable additional costs due to delay times, extended deployment times, additional journeys shall be borne by the customer, unless otherwise agreed.
- 3.8.6. Changes to the place of use or the area to be flown over may entail additional costs (e.g. logistics and authorisation fees) and will be charged to the customer.
- 3.8.7. The payment period is 30 calendar days from the date of invoice, unless otherwise agreed in writing (clause 3.7.1).

### 3.9. Termination

- 3.9.1. If the customer cancels the aerial photography contract in accordance with § 649 BGB, FairFleet is entitled to 10% of the agreed remuneration for the part of the service not yet provided, unless FairFleet proves that FairFleet is entitled to a higher remuneration in accordance with § 649 sentence 2 BGB.
- 3.9.2. If the customer cancels or terminates the contract, FairFleet is entitled to 50% of the agreed remuneration. If the termination or cancellation is made less than 48 hours before the agreed time of the work to be carried out, the claim is 75%, and in the event of termination or cancellation less than 12 hours before the deadline, 100% of the agreed remuneration. Any authorisation costs already incurred shall be invoiced in full, i.e. at 100%.
- 3.9.3. FairFleet+ or FairFleet INSPECT can only be cancelled at the end of the selected term. If no cancellation is made, the membership is automatically extended. If a

customer has not had an active FairFleet+ membership for more than six months, it cannot be guaranteed that old data can still be made available at a later date.

3.9.4. After termination, the customer shall be notified immediately:

- Stop using the FairFleet platform completely.
- Provide proof of destruction or return (as applicable and at FairFleet's request) of all materials or data related to the FairFleet Software that are not owned by the Customer.

### 3.10. Warranty rights

3.10.1. If the - possibly processed - aerial photographs/data are defective, the customer is entitled to demand subsequent fulfilment from FairFleet. If the subsequent fulfilment fails, the customer is entitled to either reduce the price or withdraw from the aerial photography contract. Otherwise, the customer's claims for defects are excluded in accordance with § 634 BGB.

3.10.2. The limitation period for the customer's claims in accordance with section 3.10.1 above shall be one year from acceptance.

### 3.11. Liability

3.11.1. Insofar as fault is involved, FairFleet is liable to the customer for intent and gross negligence. In the case of simple negligence, FairFleet is only liable

- a) for damages resulting from injury to life, limb or health,
- b) for damages arising from the breach of a material contractual obligation (an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, liability is limited to compensation for foreseeable, typically occurring damages.

3.11.2. The above limitations of liability also apply mutatis mutandis in favour of FairFleet's vicarious agents.

3.11.3. The above limitations of liability shall not apply to claims under the German Product Liability Act.

3.11.4. FairFleet makes no representations or warranties as to the accuracy, completeness or reliability of the results. Detected anomalies are based solely on available data and may not cover all aspects. The results provided by the Software do not constitute final confirmation of the condition of the property, compliance with regulations or identification of problems. The customer recognises that the results should not be used for any purpose other than to provide overviews and guidance. The results do not constitute professional technical or legal advice. FairFleet does not guarantee that the customer will have uninterrupted or continuous access to the software and/or the platform. Use of the Software/Platform or any facilities contained in the Software/Platform may be interrupted due to routine maintenance, enhancement work, investigation and correction of errors or technical problems, communication or network problems or failures, server

overloads or other technical problems or force majeure events that may affect performance or access to the Software/Platform.

FairFleet shall not be liable for any loss or damage suffered by the Customer (or any person claiming under or through the Customer) in connection with the performance or non-performance of its obligations or otherwise in connection with this Agreement, whether for breach of contract, misrepresentation or negligence.

The FairFleet Platform is state of the art, but may be subject to limitations, updates, disruptions, malfunctions or errors. FairFleet is not liable for inaccuracies, misinterpretations, missed detections or errors resulting from the software or devices. The reports generated may not capture all data due to inherent limitations of the equipment (e.g. visual or thermal data capture or other). FairFleet is not responsible for data that is not captured or displayed correctly due to hardware or software limitations. In addition, FairFleet is not liable for unauthorised access, misuse or consequences resulting from the customer's decisions to enable access, including instances where access is granted to individuals or third parties who should not have been added or provided with access.

### 3.12. Offsetting, retention

The customer is only entitled to offset, withhold or plead non-performance of the contract if the counterclaims have been legally established, recognised or are undisputed, unless the customer can demand that FairFleet remedy a defect. In this case, the customer is entitled to withhold a reasonable part of the remuneration until the defect has been remedied in accordance with § 641 para. 3 BGB.

## 4. General provision

### 4.1. Applicable law, jurisdiction

4.1.1. These terms and conditions and the business relationship between FairFleet and the customer are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods

4.1.2. If the customer is a merchant within the meaning of Section 1 (1) HGB, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the district court at the registered office of FairFleet shall have exclusive jurisdiction for all disputes arising from the business relationship with the customer.

### 4.2. Contract language

The licence agreement for the platform (section 2.2) and the aerial photography agreement (section 3) are concluded in German.

### 4.3. Data protection notice

FairFleet collects, processes and uses customer data as described in detail in the privacy policy.

### 4.4. Reservation of right of amendment

FairFleet will notify the customer of any changes to these terms and conditions in writing, by

fax or by e-mail. If the customer does not object to the changes within a period of four weeks from receipt of this notification, the amended terms and conditions shall be deemed agreed. The customer will be informed separately of the right of objection and the legal consequences of silence in the event of an amendment to the terms and conditions.

#### 4.5. Involvement of third parties, transferability

4.5.1. FairFleet is entitled to use third parties to fulfil its obligations under the user agreement and to exercise its rights (see also sections 2.1.2 and 3.1.1).

4.5.2. FairFleet is entitled to transfer its rights and obligations under this contract in whole or in part to third parties after prior notice (at least 4 weeks).