

#### GLS APPLICATION General Terms of Use

# 1. Introduction

### 1.1. "GLS APP"

The "GLS APPLICATION" (hereinafter referred to as GLS APP) is a mobile application, which can be downloaded to your device to track your parcel and access additional services. General Logistics Systems Czech Republic s.r.o. (hereinafter only GLS CZ or the Service Provider) is authorized to use the GLS APP and to provide the services set out in these General Terms of Use to the Users.

# 1.2. The Service Provider's name and details

General Logistics Systems Czech Republic s.r.o., IČ: 26087961

Registered office: Průmyslová 5619/1, 586 01 Jihlava

E-mail address: <u>info@gls-czech.com</u> Website: <u>https://gls-group.com/CZ/en/</u> <u>home/;</u>

# 1.3. Effect

# 1.3.1. Material scope

These General Terms of Use (hereinafter referred to as GTU) regulate the access to, and the use of, the GLS APP and set out the terms and conditions of its use by the User.

The purpose of the GTU is to summarise the terms and conditions of using the GLS APP, as well as the rights and obligations of the GLS APP and of the User.

# 1.3.2. Personal scope

The persons covered by this GTU are all Users using the Application and any Services provided by the GLS APP (hereinafter referred to as the User). When registering to the GLS APP or when requesting the Service, Users must accept the provisions of these GTU and commit to comply with these GTU.

The Service may be used by both natural and legal persons.

In all cases, the User is responsible for providing correct and true data, including their own email address.

# 2. Definitions

"GLS APPLICATION": the software application that can be run on iOS or Android systems and provides access to the Services.

"General Terms of Use" or "GTU": the present terms and conditions of using the GLS APP.

"Services": the latest version of all services provided to Users that are accessible through the GLS APP, including any changes made thereto.

"Primary email address": the email address provided by the User during the Registration.

"Secondary or Tertiary email addresses": the second and third email addresses that are not classified as the "Primary email address" provided by the User.

"*Device":* the devices (phones, tablets, etc.) used by the User to access the GLS APP and the Services.

"*Registration":* the User's registration in the GLS APP.

"*Dispensing Point":* means GLS ParcelShops and GLS ParcelBox.

"*Parcel Tracking*": the shipping stages, and parcel information provided following the dispatch of the parcel by the Sender.

Irrespective of the technical means of access and the Terminals used, the User, when navigating the Website and using the GLS APP, shall be deemed to be familiar with these General Terms of Use and to accept all its provisions without reservation.

# 3. Access

All Users who have a device with Internet access can access the GLS APP free of charge. Any costs incurred in connection with accessing the GLS APP, whether related to hardware, software or Internet access, shall be borne exclusively by the User.

The User is solely responsible for protecting their data, computer systems and/or software from possible infection by viruses. The User is solely responsible for their use of the GLS APP and the Services. The User is obliged to take all appropriate security measures to find and remove viruses before downloading information from the GLS APP. The Service Provider assumes no responsibility for the occurrence of viruses.



The Service Provider shall be entitled to refuse to create an account without giving any reason or to suspend the User's chance to log in to the account or to cancel an existing account.

The User shall not be entitled to use the GLS APP for any purpose other than the functions set out in these GTU. Unlawful or unauthorised activities include especially:

- modifying or reverse engineering any part of the GLS APP;
- use of any automated application, search engine, page viewer or decryptor, and any other application that modifies the GLS APP or any part of the Application;
- reformatting or editing any part of the Application;
- creating a user password by any automated means or by fraudulent or dishonest schemes;
- access to data not intended for the User or logging in to a server or account to which the User is not entitled is not permitted;
- attempting to probe, spy or test the vulnerability of the system or network, or to breach system security or access control measures without proper authorisation is prohibited.

# 4. Use of the Service: Creating an Account (registration)

In order to use the GLS APP, all Users are required to complete a Registration process for creating an Account.

In order to successfully complete a Registration and use the Services, the User must have a valid email address and Internet access.

The User must provide accurate, complete and up-to-date data and must update it regularly. The Service Provider is not responsible for incorrect data; therefore the consignment does not appear in the Account.

During the Registration, the User must mark the relevant checkbox to declare their acceptance of these GTU and the GLS APP Privacy Policy and to provide their consent to the data processing in accordance with the Privacy Policy. Upon acceptance of these documents and confirmation of the Registration, a contract is concluded between the User and the Service Provider in accordance with the terms of these GTU.

The Service Provider shall not be liable for any damages, including damages resulting from

loss of data or damages resulting from the use of or inability to use the GLS APP.

# 5. Use of the account

The User is entitled and obliged to use the GLS APP in accordance with the terms of these GTU.

Any activity that occurs through the account will be attributed to the User.

The User is not entitled to any compensation from GLS CZ in connection with the use or uninstallation of the GLS APP.

Once registered, the User may use the Services specified here: <u>https://gls-group.com/CZ/en/recipients/gls mobile app/gls mobile app</u>.

#### 5.1. Provision of additional email addresses (secondary or tertiary email addresses)

The User may enter two additional email addresses in addition to the email address provided during registration in an existing Account. After providing the new email address(es), they will be added to the Account through the same confirmation process as described regarding the Registration process. The provision of these additional email address(es) is not a condition for using the Services.

# 5.2. Providing a phone number

The User may provide a phone number for the Account, but providing a phone number is not mandatory and is not a condition for using the service.

# 5.3. Push notifications

The User may activate push notifications to track the parcel, which will inform the User of the status of the parcel. The push notification can be switched off at any time.

# 5.4. Addresses

The User can save in their Account the delivery addresses they use. Delivery addresses can be saved in the quantity allowed by the GLS APP. The User can also set a label for each address (e.g. Home, Office, Other). Addresses can be modified or deleted at any time.

# 5.5. Favourites

The User can set favourite Dispensing Points in their profile. These data can be modified or deleted at any time.



# 6. Deletion of the account

The User is entitled to delete the Account at any time.

The User may terminate the use of the GLS APP at any time by uninstalling the GLS APP from the device.

# 7. Services provided by the GLS APP

The GLS APP is designed especially to simplify the posting and pickup of parcels, to inform about the status of delivery, to provide information about the choice of delivery method and other services (e.g., payment of a fee for transportation or payment of cash on delivery), to keep records of the parcel archive, or to use the loyalty program.

A complete up-to-date overview of the use of GLS APP, including a description of its features, is available here: <u>https://qls-group.eu/CZ/cs/recipients/gls mobile app/gl s mobile app</u>

The shipping and postal services provided are described in detail in the Service Provider's General Terms and Conditions, which is available here: <u>https://gls-group.com/</u>CZ/en/gtc/

# 8. Data protection policy

The Data Controller is GLS CZ.

The User's personal data is processed by GLS for the purpose of enabling the User to use the services and functions in GLS APP, where the purpose of GLS APP is to facilitate the provision of services to the User and the performance of the contract by GLS.

Further information related to the processing of personal data, including the rights related to such processing, is the data processing policy and is available on the GLS website: <u>https://gls-group.com/GROUP/en/</u> <u>dataprotection/glsczechrepublic-additional/</u>.

# 9. Intellectual property rights

The design of the GLS APP, the compilation, arrangement and editing of its content, as well as the content itself (hereinafter referred to as Content) are protected by copyright due to their individual and original nature. The copyright owner is the General Logistics Systems Hungary Kft. and therefore only they are entitled to authorise any individual copyright use by others. General Logistics Systems Czech Republic s.r.o. reserves the right to unilaterally modify these General Terms of Use, subject to prior notice to Users. In case of non-acceptance of the amended General Terms of Use, logging in to the application and using the GLS APP are not possible. GLS CZ may modify, update or withdraw all or part of the GLS APP at any time without prior notice.

# **10.** Closing provisions

If any provision is found to be invalid, this shall not affect the validity of the other provisions.

The contractual relationship between the User and GLS CZ arising on the basis of these GTC, as well as claims arising therefrom, shall be governed by Czech law.

Scope: November 2024