

DHL Freight Chatbot Viva

Terms of Use

SUBJECT, SCOPE

DHL Freight GmbH, hereinafter referred to as "DHL", offers this chatbot service (hereinafter "Chatbot") named Viva to users (hereinafter either 'You', 'Your' or 'Customer') of the DHL Freight pages on www.dhl.com and its subdomains to provide easy accessible information and the possibility to ask questions, to request tracking event data and other information related to DHL's or its affiliates' transportation services through natural language queries.

The Chatbot is intended to provide You with general information and assistance regarding DHL's transportation services. It is not a substitute for professional advice, nor can it support in obtaining a legally binding offer or contract for transportation services. The Chatbot is based on artificial intelligence and machine learning to analyze the content that You or other users send to the Chatbot, and to generate responses or suggestions based on such analysis. It is not intended to replace human interaction, but rather to supplement it by providing You with faster and more convenient responses. DHL uses its best efforts to ensure the accuracy, correctness and completeness of the information generated by the Chatbot (hereinafter also referred to as "Output"), however DHL does not assume any responsibility or liability for the Output in that regard. You are responsible for verifying any Output from the Chatbot before relying on or acting upon it.

The Chatbot may not be able to answer all Your questions or address all Your needs. In such cases, it may direct You to other sources of information or support (including third-party content), such as the DHL website, customer service, or online help. You are responsible for following any instructions or guidance provided by the Chatbot or these sources. DHL does not assume responsibility or liability for any third-party content.

The access and/or use of the Chatbot is governed by these Terms of Use which you accept – before using the Chatbot - on behalf of Yourself or a company, and You represent and warrant that You have the authority to bind the company to these Terms of Use.

INPUTS, USE OF THE CHATBOT

When providing input to the Chatbot You shall ensure that all information, data, and content provided (also referred to as "Input") complies with applicable laws, regulations, and ethical standards. This includes but is not limited to:

- ensuring that any personal data provided to the Chatbot is collected, processed, and stored in accordance with relevant data protection laws and regulations;
- not providing any Input that infringes upon the intellectual property rights of DHL or third parties, including copyrights, trademarks, or patents;
- not disclosing any confidential or proprietary information through the Chatbot, unless explicitly authorized and necessary for the intended purpose.

Furthermore, You shall not, not attempt to and/or permit any third parties to use the Chatbot:

- to provide Input that is illegal, offensive, abusive, harassing, defamatory, fraudulent, deceptive, discriminatory, obscene, vulgar, hateful, violent, threatening, invasive of privacy or publicity rights, or otherwise objectionable;
- to send any content that contains any viruses, malware, spyware, or other harmful or malicious code or files;
- to provide Input that is false, inaccurate, misleading, or incomplete;

- to impersonate or misrepresent our identity, affiliation, or relationship with DHL or any third party;
- for any purpose that is not expressly authorized by these Terms of Use or by DHL.

DHL reserves the right to monitor, review, edit, remove, or block any content that You or other users send to the Chatbot, at any time and for any reason, without prior notice or liability.

DHL also reserves the right to suspend, limit, or terminate Your access to or use of the Chatbot, at any time and for any reason, without prior notice or liability. DHL may also report any unlawful or inappropriate use of the Chatbot to the relevant authorities and cooperate with them in any investigation or prosecution.

USE OF THE OUTPUTS

Please observe the following instructions when using the Chatbot:

- Always verify the accuracy, correctness and completeness of the Output before relying on it or making any decisions based on it;
- Confirm the Output provided by the Chatbot by cross-checking it with reliable sources or other external resources; and
- Avoid sharing potentially inaccurate or misleading information.

Where Outputs contain tracking data, such as sender and/or consignee country and/or city (code), transport status and/or estimated delivery time the following applies: Tracking data is provided to You and/or the entity you are authorized to represent under the prerequisite, that You use the tracking data solely for Your own or Your customers' legitimate tracking purposes.

INTELLECTUAL PROPERTY RIGHTS

DHL and its licensors own and retain all intellectual property rights in the Chatbot, the Website, and any other systems or networks connected to them, including but not limited to any software, design, layout, graphics, logos, trademarks, service marks, trade names, domain names, or other content or materials that are part of or displayed on them.

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Chatbot and the Output for Your personal and non-commercial purposes, subject to these Terms and any other applicable terms and conditions. You may not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, or otherwise exploit any part of the Chatbot, the Website, or any other systems or networks connected to them, without the prior written consent of DHL or its licensors.

You retain any intellectual property rights that You may have in the content that You send to the Chatbot, subject to the license that You grant to DHL in section "CONTENT LICENSE" below.

CONTENT LICENSE

By sending any content to the Chatbot, You grant DHL and its affiliates a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and sublicensable license to use, store, copy, modify, adapt, translate, distribute, publish, display, perform, or otherwise exploit such content for any purpose, including but not limited to improving the Chatbot, the Website, or any other systems or networks connected to them, providing You with transportation services, or conducting research or analysis. You represent and warrant that You have the right and authority to grant such license to DHL and its affiliates, and that the content that You send to the Chatbot does not violate any of the restrictions or obligations set forth in section "USE OF THE CHATBOT" above.

MONITORING

In order to mitigate security vulnerabilities and ensure the integrity of the Chatbot, DHL may implement monitoring mechanisms to observe user behavior and the Chatbot's answer behaviour. This includes the collection and analysis of data related to user interactions, system usage, and any suspicious activities that may pose a risk to the security of the Chatbot and its quality of response.

By using the Chatbot, You acknowledge and consent to the monitoring of Your behavior within the Chatbot. The purpose of such monitoring is to identify and address security vulnerabilities, detect and prevent unauthorized access, and maintain the overall security and stability of our Chatbot.

PRIVACY AND DATA PROTECTION

The Chatbot may collect and process personal data from You in order to provide You with the service. Please refer to the [Privacy Notice](#) for more details on how DHL handles Your personal data.

LIMITATION OF LIABILITY

In no event shall DHL be liable to the Customer for any claims for damages.

The above exclusion shall not apply for:

- damages arising from injury to life, limb or health; or
- damages arising from the breach of essential contractual obligations (essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the Chatbot and on the observance of which the Customer may regularly rely, ("Kardinalpflichten", "cardinal obligations")); or
- fraudulently concealed defects or errors; or
- cases where DHL has expressly assumed a guarantee with regard to the Chatbot; or
- other damages based on an intentional or grossly negligent breach of DHL's duty; or based on an intentional or grossly negligent breach of a duty by a legal representative or vicarious agent of DHL; or
- liability according to the German Product Liability Act.

In the event of a slight negligent breach of cardinal obligations, DHL's liability shall be limited to foreseeable damages typical for the use of the Chatbot ("vertragstypische, vorhersehbare Schäden").

This section "Limitation of Liability" shall also be applicable to DHL's legal representatives and/or vicarious agents, if claims are asserted directly against them.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless DHL and its affiliates, directors, officers, employees, agents, contractors, or licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with Your access or use of the Chatbot, Your breach or violation of these Terms of Use, or Your infringement or violation of any rights of another. DHL reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, without limiting Your indemnification obligations under this section.

SUSPENSION AND TERMINATION

DHL may terminate Your access to and use of the Chatbot at any time, for any reason or no reason, with or without notice, in its sole discretion. You may also stop using the Chatbot at any time by uninstalling it from Your device or ceasing to interact with it. Upon termination of these Terms of Use, Your right to use the Chatbot and any information or content obtained through the Chatbot will immediately cease, and You must delete or destroy all copies of the Chatbot and any related materials in Your possession or control. Sections “Limitation of Liability”, “Indemnification” and “Suspension and Termination” shall survive any termination or expiration of these Terms of Use.

MISCELLANEOUS

Chatbot Viva uses Microsoft Azure Open AI Services, thus the terms and regulations of Microsoft apply:

- Microsoft’s [Service Specific Terms for Azure Open AI Service](#), especially comply with the outlined use limitations.
- Microsoft’s [Acceptable Use Policy](#).
- Microsoft’s [Code of Conduct for Azure Open AI Service](#), in particular comply with their content requirements. These requirements apply to your Prompts to the Service, as well as to the use of the Output.
- Microsoft’s [Supplemental Terms of Use for Microsoft Azure Previews](#) for Cognitive Services and Applied AI Services, Azure Open AI Service Preview (Limited Access).

These Terms of Use and any terms referenced herein constitute the entire agreement between You and DHL regarding the use of the Chatbot and supersede any prior or contemporaneous agreements, communications, or understandings, whether written or oral, relating to the subject matter hereof. If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make it enforceable and the remaining provisions shall remain in full force and effect. No waiver of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms of Use and any disputes arising out of or relating to them shall be governed by and construed in accordance with the laws of Germany, without regard to its principles of conflict of laws. You agree to submit to the exclusive jurisdiction of the courts of Bonn, Germany for any legal action arising out of or relating to these Terms of Use or Your use of the Chatbot.
