

Terms of Use for “WeCargo” dialogue app

Welcome to WeCargo!

Thank you for using WeCargo. The app is made available by Lufthansa Cargo AG, Frankfurt Airport, Gate 21, Building 322, 60546 Frankfurt (hereinafter referred to as “Lufthansa Cargo”).

Please read these terms of use carefully. By registering in the WeCargo dialogue app, you confirm that you have read and accepted the terms of use. In the event of amendments to the terms of use, we shall notify you separately.

Use of the WeCargo app is voluntary. The WeCargo app can and may only be used by Lufthansa Cargo staff. The WeCargo app is part of Lufthansa Cargo's corporate communications. In general, you are therefore permitted to use the app during working hours. You are only not permitted to use the app during working hours if use of the mobile device is prohibited while on duty. Please also note the information on mobile phone use in the respective house rules as well as the information on taking photographs on site. Please also follow the instructions on taking photographs in the Lufthansa Cargo Security Manual (LCSM, “4.3.8. Unauthorized Photography or Videography”). In particular, security-relevant installations must not be photographed (camera systems, access systems, etc.).

Only the following contents may be posted on the WeCargo app:

- Company information of Lufthansa Cargo that is classified as public (e.g. with a LOW protection requirement)
- Company information that is classified as internal to Lufthansa Cargo,
- Internal LUFTHANSA GROUP information, if relevant for Lufthansa Cargo,
- Personal staff data (first name, surname, department code, job, official contact details, and other data with the data subject’s consent).

The respective valid and applicable data protection regulations (e.g. EU GDPR, German Data Protection Act (*Bundesdatenschutzgesetz – BDSG*)) as well as the guidelines of Lufthansa Cargo and the LH Group shall apply to the processing of such data.

Access to the app and access data

The access data used must be kept secret and not passed on to third parties in order to prevent misuse.

Lufthansa Cargo and its staff members (hereinafter referred to as “users”¹) are aware that the contents of the WeCargo app can be accessed not only via workplace devices but also via the user's private (mobile) devices and on the Internet via a browser version. Therefore, you must use the dialogue app with great care.

The WeCargo app can be downloaded from the LH app catalogue/EMM app store. Via a pop-up, each user must then authenticate and authorise himself via the “Open ID Connect” (OIDC) ADS-based procedure provided by LH using his or her U number and eBase password.

Lufthansa Cargo reserves the right to adapt the WeCargo app at any time maintaining co-determination and data subject rights. The user has no right to demand compatibility, availability or full functionality of the app or browser version. The use of private end devices and of browsers is voluntary on both sides.

The purchase costs for private mobile devices as well as the costs of telecommunications and Internet services for use of the browser version are to be borne by the user.

Before using the dialogue app, users – especially private mobile device users – are urgently requested to protect their device adequately against use by unauthorised third parties (e.g. via PIN, password, code, face recognition, fingerprint, etc.).

Use of the WeCargo app

Don't break the law!

Do not use the contents of the WeCargo app in an abusive manner. For example, you may not interfere with the app or access contents in any manner other than via the user interface provided by WeCargo.

As a user, you have the possibility to provide additional information (hereinafter referred to as “voluntary information”) in your **user profile**. This voluntary information includes e.g. your job or location or an uploaded profile picture. Voluntary information in your profile will be visible to all other registered app users after having been uploaded, but can be revoked at any time with effect for the future by deleting the relevant information in the profile data.

You can interact with the WeCargo app via the comment function, “likes”, and by creating posts on the community channels. You can also chat to all registered users on the WeCargo app (individual one-to-one chats or one-to-n group chats).

¹ Gender-specific terms always refer to all genders.

By activating the push function, you will receive push notifications on your mobile device when somebody wants to chat to you or when new posts have been added to groups that the user is following.

There is no anonymous content in the WeCargo app. Your real name (first name, surname) will be used for all activities. Any user who posts content to the WeCargo app (comments, likes or posts) will be stored as the author of the content (with surname, first name and date). This information will be retained for the lifetime of the WeCargo app, unless the respective content or user is deleted or the user deletes content of his own accord.

If a user fails to authenticate himself in the app (via Open ID Connect) every eight weeks or terminates his interaction with the WeCargo app, which can be revoked at any time, his access data shall be deleted in the StaffBase and his author details (surname, first name) for contents shall be anonymised by replacing his “surname” and “first name” by “deleted user”. The posted contents shall remain in the WeCargo app taking account of possible rights of data subjects.

Please note: Lufthansa Cargo's code of conduct (netiquette) applies to communication within the WeCargo app.

Your obligations as a user

You may not post anything to the app that violates Lufthansa Cargo's code of conduct (netiquette), transgresses standards of public decency, or is otherwise unlawful.

The following behaviour in particular is prohibited:

- Posting content that is untrue and the posting of which constitutes a criminal offence or a summary offence,
- Sending spam via the app to other users,
- Using contents that fall under legal data protection, copyright and trademark laws without any legal basis or lawful authorisation (e.g. press releases etc.),
- Performing anti-competitive activities,
- Engaging in self-promotion (incl. offers to buy, sell, let or rent) and
- Posting content that is offensive, racist, discriminatory or pornographic to other users and the general public.

Please check before each post whether they comply with these rules.

If you violate these terms of use, Lufthansa Cargo reserves the right to take the following action against you:

- Immediately delete your posts.
- Ban you from posting to the app in future, and
- Block your access as a user.

Lufthansa Cargo also reserves the right to take legal action against you in such cases, in particular under labour law.

Rights of use

By using the WeCargo app, you will not obtain any rights of future use, copyrights or industrial property rights to the contents you access. Neither shall use of the app give you any right to use texts, images, trademarks, elements of trademarks or logos of third parties that are used in the app.

By posting to the app, the user grants Lufthansa Cargo the right to make this post permanently available. Furthermore, Lufthansa Cargo has the right to delete posts of the user if it suspects misuse.

Limitation of liability

Lufthansa Cargo shall accept no liability whatsoever for the posts, topics, external links and resulting contents published and posted to the app, in particular not for their accuracy, completeness and up-to-dateness. Lufthansa Cargo shall not be obliged to permanently monitor transmitted and stored user posts or to investigate the circumstances to determine whether they refer to unlawful content. However, Lufthansa Cargo reserves the right to carry out spot checks. In general, Lufthansa Cargo shall only be liable in the event of a breach of obligations due to intent or gross negligence.

If you have any questions or suggestions regarding the terms of use, please contact the Corporate Communications team or send an e-mail to WeCargo@dlh.de.