

Regulations for the Provision of Services and Access to the Trans.eu Logistic Platform

Latest Regulations update: 1.02.2019

RULES OF ACCESS TO THE PLATFORM

I. GENERAL PROVISIONS

- 1.1. **Regulations** - these Regulations for the provision of services and access to the Trans.eu Platform in version.
- 1.2. **Service Provider** - TRANS.EU BV, Koninginneweg 1, 3331 CD Zwijndrecht, The Netherlands.
- 1.3. **Trans.eu Logistic Platform/Platform** - a B2B Internet platform of the Service Provider, available at the following address www.platform.trans.eu which is the next version of the Trans.eu Platform.
- 1.4. **Service Recipient** - a user who is bound to the Service Provider by the Agreement.
- 1.5. **Agreement** - an agreement for the provision of services concluded between the Service Provider and the Service Recipient in the form specified in point VII.1.
- 1.6. **Messenger** - an instant messenger, available within the Platform, enabling direct communication.
- 1.7. **Services** - services rendered against payment on the basis of the Agreement, within the framework of a specified Product.
- 1.8. **Freight** - a vacant cargo offer posted by the User within TfF or TfS and accepted by both sides of the transaction.
- 1.9. **Settlement Period** - a closed period for which the Invoice for the provision of Services is issued to the User.
- 1.10. **Invoice** - a VAT invoice issued to the Service Recipient for the provision of Services, provided to the User.
- 1.11. **Pro-Forma Invoice** - a document issued by the Service Provider for the Services ordered before payment is made, which constitutes the basis thereof.
- 1.12. **Price List** - a list of prices for access to the Services together with an indication of current promotions, published on the website www.trans.eu within section: Price List.
- 1.13. **Account** - an account in the Trans.eu Platform, assigned to the User, constituting a set of resources (data) and rights at which the Related Accounts are created.
- 1.14. **Related Account** - an account of a natural person assigned to the Account whose TransID number is composed of the Account prefix and order number.
- 1.15. **TransID** - a unique identification number assigned to the User at the moment of Account registration, created according to the X model for the User, and X-Y for the Related User, where Y is the order number assigned to the Related User.
- 1.16. **User** - a natural person, an organizational unit without legal personality to which the law grants legal capacity or a legal person conducting business activity related to transport and forwarding who has registered an Account in the Platform.

- 1.17. **Related User** – a natural person who has a Related Account created on the Account. The User is fully liable for actions and omissions of the Related User, in particular those resulting in violation of the Regulations. The Related User acts for and on behalf of the User as an authorized plenipotentiary .
 - 1.18. **Representative** – a user who has registered an Account and joined the process of verification or authorization of this Account on the terms specified in the Regulations or the Related User to whom the status of the Representative has been transferred. The Representative is the User's proxy at least in the scope of making declarations of knowledge and will towards the Service Provider and may contact the Service Provider on behalf of the User in all matters related to the Platform.
 - 1.19. **License Agreement** – the General Terms and Conditions of the License accepted by the User when registering an account in The Platform or upon first logging into The Platform on the basis of which the User uses the Software.
 - 1.20. **Software** – all software made available by the licensor, i.e. Trans.eu Group S.A. (formerly: Logintrans Sp. z o.o.) with its registered office in Wysoka, address ul. Chabrowa 4, 52-200 Wysoka, Poland, entered in the register of entrepreneurs under KRS no.: 0000720763, Tax Identification Number (NIP): 8942764658, National Business Registry Number (REGON): 932920615 (hereinafter: the Licensor) within the Platform, including the web and mobile version, together with subsequent updates and additions on the basis of the License Agreement.
 - 1.21. **Product** – the scope of services, functionalities and rights to which the User receives access on the basis of the Agreement.
 - 1.22. **Order** – a declaration of the User made through an on-line form, constituting an offer to conclude an Agreement with the Service Provider on the terms and conditions specified in the Order.
 - 1.23. **Verification** – a process of basic verification of data provided in registration form, which positive transition gives the opportunity to order Products, that do not require Authorization
 - 1.24. **Database** – all data entered via the Software, including in particular personal data, contact and address data, information concerning the company, its documents, rolling stock, employees, offers issued, transactions concluded, geolocation data.
2. These Regulations define the rules of access to The Platform and the provision of electronic services by the Service Provider.
 3. In order to gain full access to the Platform, it is necessary to:
 - a) register an Account
 - b) Verification,
 - c) get authorization of the Account
 - d) conclude an Agreement for certain Products.

4. Account Verification is a sufficient condition for access to the possibility of placing the Order for TMS Class 4.0, Best Carrier, No Touch and Freight Monitoring, while the authorization is a condition for obtaining the opportunity to use Freight Exchange Trans.eu and SmartMatch.

II. REGISTRATION

1. Registration of an Account in The Platform requires filling in a registration form available at www.trans.eu or by invitation from another User.
2. During account registration, the User accepts the Regulations and thus confirms that he or she has read its terms and agrees to all the provisions of the Regulations.
3. In order to use the Platform and the Software, it is necessary to have devices enabling the use of Internet resources, an electronic mailbox (e-mail) and a web browser enabling the display of web pages (in accordance with the recommendations available at [FAQ](#)).
4. It is forbidden for the Users to deliver illegal content to the Platform or Software.
5. Subject to the provisions of para. 6 below, the User is entitled to have only one Account. At the moment of registration of the Account, the User receives the TransId number. Each User may have only one TransId number. One Account may only be used by one entrepreneur.
6. In case of Users having branches or conducting business activity in more than 1 location in any form (in particular as an organized part of an enterprise), the User is obliged to register each branch, each organized part of the enterprise or each office as a separate User who should have a separate Account.
7. The User may create any number of Related Accounts on the Account for the benefit of natural persons who have a legal relationship with the User, in particular under an employment contract, a contract of mandate or a specific task contract, provided that the performance of such contracts does not violate these Regulations or the License Agreement.

III. AUTHORIZATION

1. Granting Authorization

- 1.1 The authorization process for the Account on The Platform includes:
 - a) Account creation,
 - b) User verification,
 - c) granting authorization of the Account.
- 1.2. User verification is aimed at making the existence of the User's enterprise plausible on the basis of information available to the public and information provided by the User.
- 1.3. In order to carry out authorization, the User is obliged to send to the Service Provider by fax, electronic mail or letter copies of documents indicated by the Service Provider.

- 1.4. The Service Provider reserves the right to contact the User by phone in order to verify the contact details.
- 1.5. Copies of business documents sent to verify the User are placed on the Account. For the User's safety, each document bears the Trans.eu watermark. The watermark does not constitute a confirmation of a certified true copy.
- 1.6. Account authorization is a decision taken by the Service Provider on the basis of these Regulations and internal verification procedures of the Service Provider, taking into account the protection of the interests of the Service Provider and other Users the positive result of which means the possibility of using, after placing the Order, the Products, that require authorization.
- 1.7. The Service Provider reserves the exclusive right to change the data required to create the Account, verify the User and authorize the Account in the Platform. It is forbidden for the User to independently make any changes to the data (except for editing phone numbers and the process of adding or removing related user accounts).
- 1.8. The Service Provider may at any time make the authorization of the Account or further use of the Services by the User subject to presentation of officially certified documents or the re-authorization process.
- 1.9. The Service Provider reserves the right to re-authorize the Account in the event of a change in the User's data or inactivity for a period exceeding 30 days.
- 1.10. Lack of Account authorization, as a result of refusal of authorization (point III. 2), revocation of the Account authorization (III.3), blocking of the Account (IV) on the basis of the provisions of these Regulations result in the lack of access to the Products for which authorization is required in accordance with the provisions of point IX, even if they are an element of the Services provided at a given moment.
- 1.11. The Account blocking, in accordance with point IV, results in the loss of access to all Products.

2. Refusal of Authorization

- 2.1. The Service Provider may refuse to authorize the Account if it is justified by the legitimate interest of the Service Provider or other Users, in particular in cases of:
 - a) conduct by the Users or entities with equity or personal ties with the Users acts contrary to the generally applicable law, the Regulations or principles of morality, including the use of the User Database or the Software to send unsolicited commercial information (spamming) to the Users or to advertise activities competitive to the Trans.eu Platform,
 - b) non-payment of financial obligations towards other entrepreneurs by the Users or entities with equity or personal ties with the Users,
 - c) a justified suspicion (substantiated by contact details and other sources of information) of violation by the User of the provisions of point II.4-II.7 and V.2. of the Regulations,
 - d) incomplete, false or misleading information provided to the Service Provider by the User,

- e) conducting business activity by the User for a period not exceeding one year,
 - f) obtaining information about the User's pending bankruptcy, composition, recovery or liquidation proceedings,
 - g) suspension or closure of the User's business,
 - h) a breach of the License Agreement by the User,
 - i) application by the User of clauses including the prohibition of assignment or leading to the prohibition of assignment of claims arising from transport orders,
 - j) change in the composition of shareholders, in more than 50% of the User's equity participation or change in the composition of a partnership in more than 50% of the composition, within 2 years preceding the moment of joining the authorization process.
- 2.2. The circumstance indicated in point III.2.1 b) should be documented:
- a) by a final judgment,
 - b) by a publication of a debt sale offer on the Debt Exchange run by TransCash.eu S.A,
 - c) other documented notification (e.g. debt information from a Business Information Bureau).

3. Revocation of Authorization

- 3.1. Revocation of authorization leads to the lack of authorization of the Account with all Related Accounts and the consequences specified in point III.1.10.
- 3.2. The Service Provider may revoke the Account authorization if it is justified by the legitimate interest of the Service Provider or other Users, in particular in cases:
- a) set out to in point III.2. of the Regulations (REFUSAL OF AUTHORIZATION),
 - b) of an infringement of the provisions of point V.3 of the Regulations (USER'S AND RELATED USER'S OBLIGATIONS with respect to the Products),
 - c) of delay in payment to the Service Provider lasting more than 14 days,
- 3.3 The Account authorization may be revoked for the time of verification of the User referred to in point I.6.3. and I.6.4. of the Regulations.
- 3.4. Revocation of the Account authorization takes place for the time necessary to explain the User's situation or until the date of settlement of amounts due to the Service Provider.
- 3.5. The Service Provider, after explaining the reasons for revoking the Account authorization, takes a decision on:
- a) blocking the Account,
 - b) the restoration of the authorization of the User's Account on the previous terms and conditions,
 - c) the restoration of the authorization of the Account on the basis of an agreement on individual conditions of access to the Services, referred to in point VII.2.2. of the Regulations.
 - d) leaving the revoked Account authorization until the date of meeting the conditions specified by the Service Provider in the course of verification.

IV. GROUNDS FOR BLOCKING AND DELETION OF THE ACCOUNT

- 1.1. Account blocking causes total loss of access to the Platform and Products. Blocking may apply to the Account or single Related Accounts. On the day of blocking the Account (without time limit), the License Agreement is also terminated.
- 1.2. The Service Provider has the right to block:
 - a) the Account and all Related Accounts as a result of the termination of the Agreement in accordance with point VII.2. of the Regulations,
 - b) a specified Related Account as a result of the notification referred to in point V.2.3. of the Regulations or the Service Provider's determination that the legal relationship with the Related User of such a Related Account has expired.
- 1.3. The Service Provider has the right to block the Account or all Related Accounts in cases:
 - a) referred to in point III.2. of the Regulations (REFUSAL OF AUTHORIZATION) or point V.3. of the Regulations (USER'S AND RELATED USER'S OBLIGATIONS with respect to the Products) which result in a gross violation of the interests of the Service Provider or other Users - with immediate effect without prior revocation of the authorization of the Account,
 - b) of delay in payment to the Service Provider lasting more than 14 days,
 - c) of a negative outcome of the processing of a complaint of the User whose Account Authorization has been revoked,
 - d) of lapse of 90 days from the date of revocation of the Account authorization and lack of grounds to restore the authorization,
 - e) of the inactivity of the User who does not have an active Agreement for a period exceeding 90 days,
 - f) of infringement by the User or Related User of the Service Provider's rights, mentioned in point VI.2 .
- 1.4. The Service Provider has the right to temporarily block the Related Account or the Account in the event of violation of the provisions of points V.2 and V.3 of the Regulations - the Account is frozen for a specified period of 24 hours on the first violation, 48 hours on the second violation, 72 hours on the third violation – or in the situation described in point IV.1.3. point b) until payment is made.

V. DECLARATIONS AND LIABILITY OF THE USER

1. Roles and accesses of Related Users

- 1.1. Within the Account, Related Accounts are created.
- 1.2. The Related Users can be assigned roles within the Account and given access to specific functionalities. The User and the Representative is responsible for the correctness of data and permissions (resulting from roles and accesses).

- 1.3. The Representative can assign and receive Administrator roles. The Administrator performs current operational activities within the Platform, including making decisions in the scope of Related accounts.

2. Obligations of the Users and Related Users with respect to the Account

- 2.1. The User is obliged to:
 - a) provide true data concerning the User's company and the data of the Related Users
 - b) report and keep up-to-date personal and contact details on the Account and Related Accounts,
 - c) inform the Service Provider of any change in composition:
 - of the User's bodies, or
 - partners in the User's partnership or civil law partnership, or
 - the User's shareholders holding at least 10 per cent of the shares.
- 2.2. At the Service Provider's request, the User is obliged to confirm the truthfulness of the data declared on the Related Account and to prove the existence of a legal relationship justifying the creation of the Related Account for a given person, by submitting appropriate documents (e.g. an identity document of a natural person – Related User, declaration on the existence of the aforementioned legal relationship between the User and the Related User, etc.), whereby the User will ensure compliance of the provision of the above data with the requirements of its local legal law on personal data protection.
- 2.3. Not later than 7 days from the date of termination of the legal relationship referred to in point V.2.2.:
 - a) the User is obliged to delete the Related Account for which the legal relationship has ceased, or to request the Service Provider to delete it,
 - b) the Related User in respect of whom the above-mentioned relationship has ceased, should inform the Service Provider of this fact. The Service Provider reserves the right to delete the User's Related Account if it determines on its own that the above mentioned legal relationship has ceased.
- 2.4. Neither the User nor the Related User has any rights to:
 - a) use the Accounts/Related Accounts of other Users/Related Users,
 - b) make their Accounts available to other Users/Related Users,
 - c) make their Accounts available to third parties,
 - d) post orders or accept orders for entities other than the User with whom the Account is registered,
 - e) require the Service Provider to issue the Invoice or the Pro-Forma Invoice to an entity other than the User, or demand that the payment made be credited towards an invoice issued for the benefit of another entity,
 - f) demand an invoice to be issued by the contractor to an entity other than the User,
 - g) delete documents and data contained on the Account and Related Account, unless they are immediately replaced by other relevant data,

- h) use the functions and tools of The Platform contrary to its intended use (e.g. include contact details in the description field next to the offer, publish in the description field a description of content contrary to regulations or principles of morality, etc.).
- 2.5. The Related User is obliged to:
- a) secure the Related Account with a password (at a level that makes it impossible for third parties to guess) and keep the password secret. The password is confidential information,
 - b) notify to the Service Provider (by e-mail to: info@trans.eu or by contacting the customer service department) any changes in the data concerning both the Related User and the User (i.e. the entrepreneur or its partners/shareholders), in particular those specified in points V.2.1.- V.2.3.
- 2.6. The User is obliged to inform the Service Provider electronically (e-mail/business messenger/contact form) or by contacting the customer service department about the planned closure or suspension of the business activity in time to enable the termination of the Agreement in compliance with the notice period.

3. Obligations of the Users and Related Users with respect to the Products

- 3.1. The User declares that he or she acknowledges that:
- a) the Account is intended for the exchange of information with other Users within the scope of the business activity, in particular, for making arrangements regarding the conditions for the execution of orders, agreements, cargo transport,
 - b) through the Products the Related Users, acting on his or her behalf, may incur liabilities,
 - c) all offers, communications and representations made within the framework of The Platform Products have the legal significance in accordance with generally applicable law,
 - d) for opinions and comments published by the Related Users is responsible not only the author but also the User on behalf of whom he or she acted.
- 3.2. Both the User and each Related User undertakes to use The Platform in accordance with applicable laws, social and moral standards and the provisions of these Regulations, and in particular:
- a) to act in a manner that does not violate the rights of other Users/Related Users;
 - b) not to transfer the right to use the Account to third parties;
 - c) not to provide access to login data or in any other way enable the use of the Account;
 - d) not to impersonate other persons;
 - e) not to violate the confidentiality of correspondence.
- 3.3. Content in the fields editable within the Products should be legibly edited and must not contain:
- a) vulgarisms, content inciting hatred, racism, xenophobia and conflict among nations,
 - b) information written vertically,
 - c) advertising content,

- d) abbreviated and camouflaged content that violates the Regulations or provisions of generally applicable law,
 - e) information on vacant freight or vehicles,
 - f) contact information (e-mail address, address data, website addresses, messenger number or other),
 - g) opinions about other Users,
- 3.4. In order to verify reports of violations of the provisions of the Regulations, the Service Provider has the right to require from the User documents confirming the performance or order of the transport service.
- 3.5. The User/Related User undertakes to refrain from any other undesirable behavior, including, in particular, those involving significant overload of the Service Provider's servers or connections.

VI LIABILITY AND RIGHTS OF THE SERVICE PROVIDER

1. Service Provider's Liability

- 1.1. The Service Provider will make every effort so that:
- a) the Software and Products available through it, will be available, which means the operation of basic functionalities within the Product), at a level of 98% per year (SLA),
 - b) the time of removing possible failures (understood as total unavailability of the Product, i.e. no access to its basic functionalities) is not longer than 24 hours (not including statutory holidays and Saturdays),
 - c) the time of any restrictions on access to the Product is no longer than 72 hours (not including public holidays and Saturdays),
 - d) maintenance breaks are not more than twice a month, 4 hours each between 7 p.m. and 6 a.m. or on Saturdays and public holidays with no hourly limit, with the exclusion of liability for failures resulting from force majeure, factors beyond the Service Provider's control, including unauthorized interference of the Users or third parties.
- 1.2. The Service Provider is not liable for failures resulting from causes beyond the Service Provider's control, including in particular for:
- a) the lack of access to the Products as a result of sanctions imposed in accordance with points III and IV of the Regulations,
 - b) the lack of access to or incomplete access to the Products, resulting from the User's software or hardware,
 - c) the loss of all Users' data stored on servers not belonging to the Service Provider.
- 1.3. The Service Provider is responsible for damages caused to the User solely due to willful misconduct.
- 1.4. The Service Provider is liable for services provided by electronic means in accordance with the principles set out in generally applicable provisions.
- 1.5. The Service Provider is not liable for acts and omissions of the Users/Related Users, and in particular for:

- a) the veracity of data presented by the User during the registration and authorization process,
- b) the content transmitted and published through the Products and on the Trans.eu Forum (Chapter XII point 7),
- c) not concluding, improper performance or non-performance by the Users of agreements concluded with other Users,
- d) actions of the Users and third parties violating the provisions of the Regulations,
- e) insolvency of the Users,
- f) revocation or refraining from authorizing the Account and the User's loss of benefits in this regards,
- g) deletion, blocking of the Account or access to some or all of the Services for each User whose actions are contrary to the generally binding law, provisions of these Regulations, principles of morality, as well as, if these actions threaten or violate the interests of the Service Provider or other Users,
- h) removal of the User from offers,
- i) the consequences of unauthorized access to the User Account, regardless of the manner in which this happened (e.g. password being made available to a third party by the User, password being violated by a third party),
- j) data from external systems or published by entities other than the Service Provider and available through the Products,
- k) for services provided by third parties and available through the Products.

2. Database and Software Protection.

- 2.1. The Database is the property of the Service Provider and is subject to protection under the regulations on the protection of databases and as a work within the meaning of the regulations on the protection of intellectual property.
- 2.2. Access to the Database is possible through the Products, in accordance with the provisions of Chapter IX.
- 2.3. The Service Provider sets transfer limits for each User. The transfer limit is the limit number of data transmitted per time unit within the Trans.eu Platform and the Trans.eu Software. If this limit is exceeded, the possibility of further transfer will be blocked and an appropriate message will be displayed. The User receives a limit of 1000 to 10000 views per month. Its value depends on the range of viewed data.
- 2.4. The User Database is subject to the protection resulting from the regulations on the protection of databases and copyright regulations as a work. All proprietary copyrights to the User Database of the Trans.eu Platform are vested exclusively in the Service Provider.
- 2.5. Copying, modification, distribution of the User Database without prior written consent of the Service Provider or using the User Database in a manner inconsistent with the Regulations, including destruction, damaging, deleting or changing the data contained in the Database is prohibited. Such actions constitute a gross violation of the

mandatory provisions of law and the provisions of these Regulations and are the basis for pursuing claims against the infringer for discontinuation of infringements, return of benefits obtained and payment of appropriate compensation.

- 2.6. All intellectual property rights in the Software are vested in the Licensor. Using the Software on the basis of a separate License Agreement does not result in any acquisition by the Users of any intellectual property rights to the Software. Prohibited is any infringement of intellectual property rights to the Software, in particular:
- a) copying, modifying and transmitting electronically or in any other way the Software or its parts, as well as individual works and databases, without the express written consent of the Service Provider,
 - b) use of the Software in a manner inconsistent with these Regulations or generally applicable laws,
 - c) destroying, damaging, deleting or altering IT, text and graphics data or otherwise interfering with the operation of the Products,
 - d) downloading the content of the Software in whole or in part, in particular Databases and their secondary use in whole or in part, without the express written consent of the Service Provider.

3. Service Provider Privileges

- 3.1. The Service Provider reserves the right to intervene in the technical structure of the Account in order to diagnose irregularities in the functioning of the Software, and may also make changes and in any other way influence the technical side of the Account in order to modify or restore its proper functioning.
- 3.2. The Service Provider may remove or block the Account or access to some or all of the Services to any User whose actions violate the interests of the Service Provider or other Users. The rules of removing and blocking the Account are specified in point III.2, III.3 and IV of the Regulations.
- 3.3. In case of any actions taken by the User that violate the Regulations, the Service Provider will be entitled to a contractual penalty from the User in the amount of:
 - a) the monthly subscription fee, indicated in the Price List in force on the day the contractual penalty is charged, without the application of current promotions and discounts – in case of minor infringements,
 - b) the equivalent of the annual net subscription fee, indicated in the Price List in force on the day the contractual penalty is charged, without the application of current promotions and discounts for each single infringement – in the case of infringements constituting a medium threat to the interests of the Service Provider or other Users which are deemed in particular to be infringements of the following provisions of the Regulations: V.2.4., III.2.1. (a) ,
 - c) the equivalent of twice the annual net subscription fee, indicated in the Price List in force on the day the contractual penalty is charged, without the application of current promotions and discounts – in the case of significant infringements detrimental to the

interests of the Service Provider or other Users which are deemed in particular to be infringements of the following provisions: V.2.4. of the Regulations by making the Account available to more than one entity or using the Account by more than one User, as well as violation of the following provisions of the Regulations: III.3.2., VI.2.5.

- 3.4. The Service Provider reserves the right and the User agrees to:
 - a) use of the User's intellectual and industrial property rights, including trade names and trademarks, for promotional and marketing purposes of the Service Provider,
 - b) place copies of documents bearing the "Trans.eu" watermark on the User's profile.
- 3.5. The User, using the Platform, confirms his or her willingness to receive current information by electronic means). The User may at any time resign from receiving the above information by notifying the Service Provider of this fact.

RULES FOR THE PROVISION OF SERVICES

VII. THE CONDITIONS FOR THE CONCLUSION AND TERMINATION OF AGREEMENTS

1. Conclusion of the Agreement

- 1.1. Access to the Software takes place at the moment of Verification of the Account at the basic level. After obtaining the Authorization, the User receives access to further functionalities in accordance with the provisions of Chapter IX. The Services under the Products are provided against payment via the Software under the terms of the Agreement, the Regulations and Price List.
- 1.2. Conclusion of the Agreement takes place through the exchange of declarations of will made on-line, i.e. by placing the Order by the Related User acting on behalf of the User, and confirmation of its acceptance by the Service Provider by issuing and sending the Agreement via e-mail to the Representative. The moment of concluding the Agreement is the moment of generating a document in pdf format.
- 1.3. The Service Provider reserves the right to conclude a written agreement by exchanging signed copies.
- 1.3. New functionalities of the Platform, not indicated in Chapter IX of the Regulations, the Service Provider makes available to the Users within the framework of beta-tests of software, which means that one of the objectives of the implementation is to test a product in an environment of real logistic application. The Service Provider does not guarantee their availability or lack of errors, which the Client acknowledges and agrees to. Any liability of the Service Provider for software in a trial version is excluded, with the exception of willful misconduct or omission. You may use the trial version of software free of charge until the end of the beta-tests period and the offer of new services.

2. Termination of the Agreement

- 2.1. The Agreement may be terminated in form of a document, otherwise being null and void, enabling the identification of the author of the declaration, entitled to act on behalf of the User (scan, fax, e-mail):

- a) by each party, without justification, effective at the end of the Subscription Settlement Period, provided that in the event of a discrepancy, the last Settlement Period for Micropayments will be adjusted to Subscription Settlement Period,
 - b) by the User, with immediate effect (effective as of the date on which the notice was sent and the Service Provider was able to get acquainted with its contents), if the User does not agree to changes introduced in the Regulations under procedure specified in point XIII.2., within one month from the date of publication of the changes in the Regulations,
 - c) by the Service Provider, with immediate effect (effective as of the date on which the notice was sent and the User was able to get acquainted with its contents), in case of:
 - i. the occurrence of any reason for blocking the Account specified in Chapter IV. of the Regulations,
 - ii. non-payment within the time limit specified in the Invoice or Pro-Forma Invoice,
 - iii. in order to protect the essential interest and safety of the Service Provider or the Users.
- 2.2. The Service Provider reserves the right to provide the Services on individual terms specified in a separate agreement. Restriction of access to the Platform referred to in clause VIII.1.5. shall not be deemed as a termination of the Agreement.
- 2.3. The Service Provider has the right to grant the User access to the Services for a test period. During the test period, the provisions of the Regulations apply to the User accordingly.
- 2.4. For Users having branches or conducting business activity outside the registered office of the enterprise in any form (in particular as an organized part of the enterprise), the Service Provider will grant the status of TransPro and will provide services on the basis of a separate agreement for the provision of services.

VIII. PRICE AND PAYMENTS

1. Prices for access to each Product are specified:
 - a) in the Order Form and the Agreement, where the Service Provider has the right to change the price for the Agreement by sending notices via e-mail to the Representatives about the planned change of the Price together with a new Price List, where the new prices will come into force from the first Settlement Period following the lapse of 30 days from the date of sending the above mentioned notifications,
 - b) in point VIII.1.5 of the Regulations, or
 - c) in the terms and conditions of a promotion specified in the Price List, the Agreement or promotion regulations.
2. Fees are calculated in accordance with the Price List in Settlement periods. As part of the provision of the Services, the following settlement periods are defined:
 - a) SUBSCRIPTION – meaning a monthly or yearly settlement cycle which starts on the day of the start of conducting the Services,

- b) MICROPAYMENTS - meaning a settlement cycle, adjusted to the User's needs, depending on the number of Operational Fees per week and ranging from one week to three months, with the default period being a monthly period.
- 3. The User pays for the Settlement Period and within the time limit specified in the Agreement. The date of payment is the date on which the Service Provider's bank account is credited with the amount indicated on the Invoice or Pro-Forma Invoice.
- 4. In the cases referred to in point VII.2.1 (b) and (c) the amount of the subscription paid and unused is refunded to the User within 30 days from the date of receipt by the Service Provider of a request for refunding the overpayment, however, in no case is the activation fee, reactivation fee, Account maintenance fee specified in clause VIII.4. or the contractual penalty charged refunded proportionately. The User will be entitled to a refund of the amount equivalent to the part of the subscription fee proportional to the period remaining until the end of the paid Settlement Period.
- 5. Failure to pay for access to the Product on time may result in limited access to the Product. For the period of this limited access to a given Product, the Service Provider charges only the Account maintenance fee (both Primary and Related) in the amount of PLN 1.00 (in words: one zloty) net. This right does not limit or exclude the possibility of terminating the Agreement in accordance with the provisions of VII.2.1 of the Regulations.
- 6. The Service Provider reserves the right and the User agrees to:
 - a) issuing and sending Invoices and Pro-Forma Invoices for Services provided in electronic form,
 - b) receipt of Invoices and Pro-Forma Invoices without the signature of a person authorized to receive them.

IX. PRODUCTS

1. TMS Class 4.0

- 1.1. TMS Class 4.0 - is software for managing transport processes, starting from finding a contractor, through negotiations to order settlement, for a dedicated role played by the User:
 - a. Tfc - TMS Class 4.0 for Carrier - a solution dedicated to carriers which enables:
 - i. receiving offers of the Freight within groups and permanent cooperation, submitting their price offers or accepting them at a fixed price,
 - ii. managing on-line received transport orders from negotiation to conclusion, through its recording, settlement and archiving,
 - iii. using the Messenger,
 - iv. using the Fleet module.
 - b. Tff - TMS Class 4.0 for Forwarder - a solution dedicated to forwarders and logistics operators (who professionally handle the transportation of goods) which enables:
 - i. Publication or receiving offers of the Freight within groups and permanent cooperation, submitting their price offers or accepting them at a fixed price,

- ii. managing on-line transport orders from negotiation to conclusion, through its creation, settlement and archiving,
 - iii. using the Messenger,
 - iv. using the Fleet module.
- c. TFS - TMS Class 4.0 for Shipper - a solution dedicated to forwarders and logistics operators which enables:
 - i. Publication offers of the Freight within groups and permanent cooperation, conducting negotiations with the contractors,
 - ii. managing on-line transport orders from negotiation to conclusion, through its creation, settlement and archiving,
 - iii. using the Messenger,
- 1.2. Access to TMS Class 4.0 for a given Account at the same time is possible only within one product line: TFF, TfS, or TFC. The risk of data loss associated with the request to change the product line in a given Account is borne by the User.
- 1.3. The use of the Products is payable in the form of a subscription the amount and settlement period of which are determined in accordance with point VIII.
- 1.4. No Authorization is required for use of the Product: TMS Class 4.0(subject to the SmartMatch Service).

2. Freight Exchange Trans.eu with Database

- 2.1. Access to the services within the Product is subject to Authorization and purchase of the Product in accordance with the provisions of point VII.
- 2.2. As part of the use of the Trans.eu Platform, the User:
 - a) gains access to the User Database, i.e. a set of all data (i.e. information, photographs, documents) provided by the Users to the Service Provider in the process of Account and Related Account registration, Account authorization and use of the Trans.eu Platform,
 - b) is given access to intelligent matching tools and systems, enabling more efficient use of the Trans.eu Platform (system suggestions).
 - i) Freight and vehicle exchanges enabling the exchange of information on vacant freight space and freight offers published by Representatives of the Trans.eu Platform in order to find a contractor and provide a transport or forwarding service, which may occur as a result of:the publication of an offer of vacant freight or a vacant vehicle in the Offer Table (understood as an invitation to placing offers),
 - ii) displaying a preview route on maps with the reservation of point. 2.3 and subsequent.
- 2.3. The Service Provider is not liable for:

- a) the consequences of accepting an offer issued by persons unauthorized to access the User's Account, regardless of the manner in which it occurred (e.g. making the Account available, issuing an offer on behalf of another entity),
 - b) outdated offers issued by the User,
 - c) removal of the User's offers from the Freight Exchange and the Vehicle Exchange,
 - d) multiple entries of the same offer by the User.
- 2.4. Suppliers of software, maps, data and materials, which are used on the basis of licenses granted by the Service Provider, are external data suppliers (hereinafter referred to as the Partners), among others, OpenStreetMap (based on ODbL license) and Emapa sp. z o.o. Expanding or changing the circle of Partners does not require a change in the Regulations.
- 2.5. Map materials and other related data are made available to the Service Provider by the Partners on the basis of the license granted. The software and data provided by the Partners are protected by copyright in accordance with the provisions of the License Agreement.
- 2.6. The User uses maps on the basis of a paid, non-exclusive, sub-license, limited in time to the subscription period, to use integrated maps for personal use only. The User has no right to grant further sub-licenses to third parties (making maps available to third parties).
- 2.7. The Service Provider does not guarantee that the maps will be available at any time, free from defects and punctual. Delays or errors in the availability and transmission of data can occur due to technical problems.
- 2.8. The presented maps and information are not a complete reflection of reality, but only an illustrative presentation. The information provided by the Service is for planning support only. Actual access conditions to the point of interest may differ from those presented as a result of changes in weather conditions, road works, traffic jams or other events.
- 2.9. Information about the User available within the Database enables more accurate verification of the contractor before establishing cooperation and includes: Basic information, rating and comments system, Transrisk and certificates.
- 2.10. Basic information includes contact details (i.e. name, address, telephone number, e-mail address), registration data (among other things, registered numbers of the company, date of establishment of the company), company profile (area of activity, type of services provided), information about employees (i.e. name, surname, contact data) and licenses (e.g. domestic and international transport, road carrier's civil liability document in domestic or international traffic). Documents and information are provided by and under the responsibility of the Users.
- 2.11. The Rating and Comment System enables the User to post the following per transaction:
- a) RATING (subjective expression of one's own opinion) which should be consistent with the real situation and expressed on a scale from 1 to 5. A rating can only be given if

the offer/freight/order is accepted on the Platform. The rating period is 30 days in terms of cooperation quality and 120 days in terms of payment.

- b) COMMENT - truthful and does not violate the rights of third parties for which the person publishing is responsible. Comments can only be made in connection with the Rating.
- 2.12. It is forbidden to use the Rating and Comment System for the purpose of:
- a) providing false information in the comment about the contractor, cooperation with the contractor or the performance of the agreement,
 - b) overestimating the User's credibility by accepting transactions, in order to increase the number of positive ratings, without actually providing the service.
- 2.13. The Service Provider does not interfere with the value of ratings which are the expression of the subjective opinion of the assessor, made by the Users. The Service Provider may only remove the given rating and only in the case of receiving a request from the User who gave the rating.
- 2.14. The User posting a comment is responsible for its content. The Service Provider is responsible for the content of published comments only as the host provider.
- 2.15. Comments on which credible notification of unlawfulness of published content has been received is verified by the Service Provider. The notifier is obliged to:
- a) clearly indicate the content to which the notice refers and the place of its publication,
 - b) indicate what is the unlawfulness of the content of the comment,
 - c) provide documentation (e.g. documents, correspondence, etc.) to confirm that the content of the comment is unlawful.
- 2.16. If the Service Provider, on the basis of collected information, determines that the content of the comment is objectively unlawful, it will be edited or deleted in part or in whole.
- 2.17. The TransRisk index is an indicator of the User's payment behavior and can be calculated for product lines: TFS and TFF.
- 2.18. TransRisk is calculated on the basis of data and information provided by the User, available in databases (business information offices, rating agencies, data from disclosed financial statements) and also collected through the Trans.eu Platform.
- 2.19 Every User of TFF or TFS is obliged to provide true data in the process of calculating the TransRisk index and agrees to:
- a) downloading data from external sources: business information offices, debt exchanges and rating agencies,
 - b) collecting and using historical data from activities on the Trans.eu Platform (including in particular data on payments collected and processed within the TransInkasso service, specified in XII.1).
- 2.20 The Service Provider is not responsible for:
- a) incorrectly calculated and indicated value of the User's TransRisk index, if it results from providing false or outdated information by the User or credit information

agencies, as well as placing such data in registers accessible to the public. Liability for the aforementioned title rests solely with the data providers.

- b) untimely payment of payment obligations by the Users,
 - c) deprivation or refusal to calculate the TransRisk index,
 - d) failures of software containing elements of the TransRisk index,
 - e) not displaying or displaying outdated information about TransRisk indexes of the Users,
 - f) lost profits for the Users in connection with the events referred to in (a) to (e) above.
- 2.21. The list of Certificates is available on the User's profile. The User shall bear full responsibility for the published Certificates.
- 2.22. The Service Provider may also make available other information, coming from third parties, about the User within the "Company Information", if it will be helpful for other Users in the process of verification of the security of the concluded transaction (in particular, information about the existence of receivables, quality of the policy, other certificates and rights).

3. ACCESSORY SERVICES

- 3.1. Within the framework of using any Product indicated in points IX.1., the Service Recipient may use accessory services which enable concluding a transaction in the manner indicated by the issuer of the offer, i.e.: No touch, Best carrier, and within Services specified in IX.2. by Smart Match (hereafter: Accessory Services) .
- 3.2. **SmartMatch** – an algorithm for selection of a subcontractor in order to submit a request for offer in respect of a transport service in accordance with the Freight offer published by the User of the TfF or TfS line. In order to use SmartMatch it is necessary to have the Authorization. Submission of a Freight offer within SmartMatch is an invitation to negotiations and does not guarantee granting the transport order.
- 3.3. **No touch** – a service of the process of handling transport orders executed within the framework of a permanent cooperation agreement concluded between cooperating Users (understood as defined parameters of these services in terms of routes or prices).
- 3.4. **Best carrier** – a service dedicated to the handling of the process of choosing the contractor to perform transport orders within closed groups of partners from which the best subcontractor is selected.
- 3.5. The use of the Accessory Services, described in points IX.3.2-3.3. is payable, and the price is specified in the Price List. The fee is charged for each transaction concluded with the acceptance of the Freight (so called payment for the Freight). Subject to IX.3.6. fees are borne by the User whose offer for the execution of the Freight has been accepted.
- 3.6. The parties to the transaction may pay the Fees differently than indicated in point IX.3.5. with the help of the functionality in the Trans.eu Platform (so called ZIP), which

results in taking over the obligation to pay the Fees (in whole or in part) by the User who has published the Freight offer.

- 3.7. Fees for Accessory Services will be charged accordingly to the Settlement Periods for Micropayments.

4. Freight Monitoring and TransTask

- 4.1. Within the Platform it is possible to integrate with telematics systems indicated by the Service Provider and display the position of a vehicle.
- 4.2. In order to be able to use the services of geolocation of your own vehicle, it is necessary to supplement the required data in the Fleet module within the TfC or TfF product line and to connect the telematics system integrated with the Platform.
- 4.3. The user of the TfC or TfF product line, after fulfilling the conditions specified in point IX.4.2. may make available the location data of a vehicle to their contractor, using the TfF or TfS product line within the Freight Monitoring service.
- 4.4. Obtainment of vehicle location data by the User of the TfF or TfS product line is subject to a fee, according to the Price List, and is charged for each connection of the monitoring task. The cost is borne by the customer who requires monitoring for a given Freight/Order offer.
- 4.5. Within the Platform, the User of the TfC product line can use the TransTask mobile application, which is used for ongoing communication with drivers.
- 4.6. The condition of using TransTask is to create a Related Account with the definition of its role as a "Driver" and to install a mobile application on a terminal device (smartphone), meeting the technical conditions specified in the manual, and obtain appropriate approvals from a given natural person.
- 4.7. The use of TransTask might be subject to a fee to be borne by the User of the TfC product line, specified in the Price List and calculated in accordance with point VIII.

X. COMPLAINTS

1. A complaint may be submitted:
 - a) in writing to the address of the Service Provider,
 - b) by e-mail to: info@trans.eu
 - c) by means of the submission form available on the website.
2. A complaint should contain:
 - a) TransID,
 - b) name and surname or business name and address of residence or of the registered office of the User, hereinafter referred to as the "Complainant",
 - c) determination of the subject matter of the complaint,
 - d) a statement of the circumstances justifying the complaint.
3. If the submitted complaint does not meet the conditions set out in point X.2., the Service Provider will immediately inform about the necessity to supplement it,

- specifying the time limit, not shorter than 7 days and the scope of such supplementation, with the instruction that if the complaint is not supplemented within the specified time limit, the complaint will be left unprocessed. After the ineffective lapse of the set time limit, the complaint is left unprocessed,
4. The Service Provider processes the complaint within 15 days from the day of its submission. The Service Provider reserves the right to extend the 15-day time limit for responding to a situation in which the answer depends on the collection of additional technical or legal analyses or translation, of which the Service Provider will immediately inform the Complainant.
 5. A response to a complaint may be given:
 - a) in writing, by sending the response to the User's address,
 - b) by e-mail to the e-mail address indicated by the Complainant,
 - c) by telephone.
 6. The Service Provider reserves the right to leave a complaint unresponded if the complaint does not contain sufficient data to identify the User or the entity that submitted the complaint or does not contain data enabling the complaint to be responded and sent,
 7. The User is fully liable for the content of the complaint.
 8. The User who does not agree with the complaint response has the right to submit a request for reprocessing of the complaint within 90 days from the date of receipt of the response. The provisions of points X.1. – X.7 are applied respectively.
 9. As a result of reprocessing of the complaint in accordance with point X.8, the complaint procedure is exhausted for the User and there are no means of appeal, unless:
 - a) the User presents new circumstances and evidence which may affect the settlement of the complaint,
 - b) the User resumes correspondence in order to gain access to the Services on the basis of individual terms and conditions referred to in point VII.2.2.

XI. PERSONAL DATA PROTECTION

1. SCOPE OF DATA

- 1.1 To the extent that the User is subject to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR), the controller of personal data is the Service Provider (info@trans.eu).
- 1.2. Data is provided voluntarily, and all rules of personal data processing are specified in the Privacy Policy available at <http://www.trans.eu>.

2. ENTRUSTMENT OF DATA PROCESSING

- 2.1 TRANS.EU GROUP S.A. is the Processor (in the meaning of the GDPR) in the scope of personal data entered by the Users and Related Users during the exchange of

correspondence or by means of other functionalities available on the Trans.eu Platform, unless explicitly indicated otherwise. TRANS.EU GROUP S.A. is not responsible for data entered by the Users and Related Users during the exchange of correspondence or through other functionalities available on the Trans.eu Platform.

2.2 With regard to the data referred to in point 2.1 above, the User and the Processor, together with the acceptance of the Regulations, conclude an agreement entrusting the processing of personal data, pursuant to which the Processor accepts the personal data entrusted by the User for processing. The subject of entrustment are personal data entered by the Users and Related Users when exchanging correspondence or using other functionalities available on the Trans.eu Platform. The entrustment takes place for the purpose of performing the Agreement, continues for the duration of the Agreement and is of a permanent nature.

2.3 The Processor undertakes to:

- a) the processing of personal data exclusively on the documented order of the controller (User) which in particular is the Regulations and the agreement to entrust the processing of personal data, and
- b) ensure that the persons authorized to process personal data undertake to maintain confidentiality;
- c) take the measures to safeguard data required by the GDPR and to assist the controller in meeting its obligations in this respect,
- d) observe the terms and conditions of using the services of another processor – the so-called sub-entrustment of data processing is allowed for the benefit of entities providing services supporting the provision of services by the Processor, to which the User agrees as the data controller,
- e) assist the User in fulfilling his or her obligation to respond to the data subject's requests to exercise his or her rights as set out in the GDPR,
- f) delete the data or to return the data to the User as data controller after the processing has been completed, in accordance with the User's decision,
- g) assist the controller in fulfilling the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the controller,
- h) provide the User with all information concerning the personal data entrusted to him or her, which is necessary to demonstrate the fulfilment of his or her obligations and to enable him or her or an auditor authorized by him or her to carry out audits.

2.4. The Processor is entitled to further entrust personal data. The further entrustment may concern in particular entities of the group of companies to which the Service Provider belongs, as well as entities providing IT support services and other subcontractors, the list of which is always available to the User (controller) at his or her request. The User, as the controller of personal data, hereby consents to further entrustment under the conditions set out above (taking into account point 2.3 (d)). The obligation to inform about any intended changes concerning the addition or replacement of other

processors are performed by the Processor by making the above list available at the request of the controller (User).

3. OTHER PROVISIONS

- 3.1. In order to perform an agreement, personal data may be processed automatically (including in the form of profiling), however, this will not have any legal consequences for the User or Related User or significantly affect their situation in a similar way. The purpose of profiling is to collect information about activity within the Trans.eu Platform and preferences of the User or Related User which allow for better adjustment of an offer and messages addressed to the Users and Related Users, as well as to detect events that may pose a threat to the safety of the Users and Related Users.
- 3.2. In the scope not regulated by the above provisions, the provisions of the GDPR (in particular Article 28 and Article 29 of the GDPR) and relevant national provisions.

XII. OTHER SERVICES AVAILABLE TO USERS OF THE PLATFORM

As part of the Trans.eu Platform, the Users may use the services of other entities dedicated to the TSL industry. The Service Provider only provides information about these services, and does not provide or mediate in their provision.

1. TRANSCASH.eu - Debt Exchange

- 1.1. The Users may submit an offer to sell their debt against other Users on the Debt Exchange administered and operated by TransCash.eu S.A. on the basis of a separate agreement referred to in point IV.1.2.
- 1.2. Submission of an offer to sell debt to the Debt Exchange takes place on the basis of an agreement concluded between TransCash.eu S.A. and the User, as well as the regulations for the provision of services of TransCash.eu S.A., available at <http://pl.transinkasso.eu/>.

2. TRANSBROKERS - insurance broker services offer

- 2.1. Through the Trans.eu Platform the Users can use the insurance calculator and get acquainted with the offer of insurance broker Transbrokers.eu sp. z o.o. The rules of using the insurance calculator and services of Transbrokers.eu sp. z o.o. are specified in separate regulations published at <http://www.transbrokers.eu>.

3. TRANSLAWYERS - legal services offer

- 3.1. The Users can contact a lawyer from the TransLawyers Widuch i Wspólnicy sp.k. law firm via the Trans.eu Platform in order to present a legal problem and obtain a legal services offer.

4. TRANSJOBS.EU - job offers in transport

4.1. Through the Trans.eu Platform the Users can get acquainted with the offer of employment agency web site for the transport industry. The rules of using the web site are specified in the regulations at <https://www.transjobs.eu/pdf/regulamin.pdf> .

5. TRANSAUDITORS.EU - offer of audit services for transport

5.1 Through the Trans.eu Platform the Users can get acquainted with the offer of a professional and industry auditor. The services are provided on the basis of separate agreements.

6. TRANSCARDS.EU - offer of fuel cards for transport

6.1 Through the Trans.eu Platform the Users can get acquainted with the offer of fuel products for transport. The services are provided on the basis of separate agreements.

7. FORUM and COMMUNITY

7.1. Using the Trans.eu Platform the Users can use social networking websites which allow for current access to the most important news and industry events, as well as search for the necessary information, which consists of: Transport Forum, Trans.Info.

7.2. The rules of operation and conditions for the use of the tools are specified in the regulations available under them.

XIII. FINAL PROVISIONS

1. The Service Provider publishes amendments to the Regulations at <http://www.trans.eu/pl/regulamin.html>.
2. The Service Provider has the right to unilaterally change the provisions of these Regulations. Amendments enter into force upon placing the amended text of the Regulations on the website indicated in point XIII.1. A change of contact details (including e-mail addresses and website addresses) indicated in the Regulations or obvious editorial errors, as well as the information in point XII (addition or deletion of information) does not constitute an amendment to the Regulations.
3. In matters not regulated by these Regulations or the Agreement, the law applicable to the Service Provider is applicable.
4. Any disputes arising out of or in connection with these Regulations will be settled by the common court of competent territorial jurisdiction over the registered office of the Service Provider.