

Trans.eu Platform Service and Security Regulations

Latest Regulations update: 23.11.2018

I. RULES OF SERVICE AND SECURITY PROVISION

1. DEFINITIONS

- 1.1. **Regulations** – these Regulations of provision of services and security by the Trans.eu Platform.
- 1.2. **Service Provider/Administrator** – TRANS.EU BV, Koninginneweg 1, 3331 CD Zwijndrecht, The Netherlands.
- 1.3. **Trans.eu Platform** – Internet information-service service of the Service Provider at Internet address: www.trans.eu and at other related addresses, accessible through Business Communicator and Web and mobile version.
- 1.4. **Service User**– a natural person, an organizational unit without a legal personality who under the act have a legal capacity or a legal person – conducting business activity related to transport and freight, who as a business entity concluded the Agreement with the Service Provider.
- 1.5. **Agreement** – Contract for Services within Trans.eu Platform concluded between the Service Provider and the User in writing.
- 1.6. **Business Communicator** – Internet communicator, dedicated to the transport sector allowing for direct communication,, sending document and using Services (scope of functionalities depends of the software version), distributed by the Licensor free of charge on the basis of Freeware software.
- 1.7. **Services** – services provided under the Agreement, via the Trans.eu Platform.
- 1.8. **Subscription period** – period of time which the Agreement is concluded for, starting from the date of providing access to the Service, indicated in the Agreement.
- 1.9. **Settlement period** - monthly or annual period which the User is issued Invoice for the Services indicated in the Agreement.
- 1.10. **Invoice** – VAT invoice issued by the Service Provider for provision of the Services, available in the “Orders and invoices” tab.
- 1.11. **Pro Forma Invoice** – a document issued by the Service Provider for the Services ordered by the User prior to making a payment, which is a basis for effecting the payment.
- 1.12. **Price List** – a list of prices for access to the Services together with specification of special promotions in section Price List at www.trans.eu .
- 1.13. **Account** - account at the Trans.eu Platform who the User registers with the use of a registration form which is a set of data and rights ascribed to the User which Related Accounts are established by, identified by a unique TransId number.
- 1.14. **Related Account** – a natural person’s account ascribed to the Account whose TransId number is composed of the Account prefix and a serial number.
- 1.15. **TransId** – a unique identification number ascribed to the User at registration of the Account, created according to the equation X-Y, where X are the digits of the prefix ascribed to the User and Y is the serial number ascribed to the User of the Related Account.

- 1.16. **User**– a natural person (an entrepreneur), an organizational unit without a legal personality who under the act have a legal capacity or a legal person – conducting business activity related to transport and freight who has the Account at the Trans.eu Platform.
- 1.17. **Related User** – a natural person who has a Related Account created by the User at the Account. The User shall be fully liable for actions and omissions, in particular resulting in breaching the Regulations caused by the Related User. The Related User acts on behalf of the User as an authorised plenipotentiary.
- 1.18. **Authorized User** - the User who registered the Account and started the Account authorization process on the terms specified in the Regulations or the Related User who the Authorized User status was transferred to. The Authorized User may contact the Service Provider on behalf of the User in all matters related to the Trans.eu Platform. The Authorized User should be authorized to carry out actions necessary to register the User on the Trans.eu Platform.
- 1.19. **License Agreement** – General Trans Standard License Conditions accepted by the User at registration of the Account on the Trans.eu Platform under which the User acquires limited rights to use the Business Communicator or General Trans Pro License Conditions accepted by the User who has the Trans Pro status at conclusion of the Agreement.
- 1.20. **License Provider** - Trans.eu Group S.A. (former: Logintrans Sp. z o.o.) with its seat in Wysoka, address ul. Chabrowa 4, 52-200 Wysoka, Poland, entered into the register of entrepreneurs under number KRS: 0000720763, NIP: 8942764658, REGON: 932920615.
- 1.21. **Software** - any software provided by the License Provider as part of the Trans.eu Platform, including the web and mobile version, with later upgrades and supplements under License Agreement.

2. GENERAL PROVISIONS

- 2.1. The Regulations specify the rules of providing electronic services by the Service Provider which are available at the Trans.eu Platform.
- 2.2. Account registration at the Trans.eu Platform requires completion of a registration form available at www.trans.eu or during Software installation.
- 2.3. During Account registration the User accepts the Regulations and confirms that he/she has become familiar with the conditions and agrees with all the provisions of the Regulations.
- 2.4. Account Registration and its authorization is a condition to use all the Services of the Trans.eu Platform.
- 2.5. In order to use the Trans.eu Platform and Software it is necessary to have equipment allowing to use the Internet, email and web browser, to display www sites (in accordance with the recommendations available at “Support” section).
- 2.6. It is prohibited to provide illegal matter by the Users to the Trans.eu Platform or Software.

3. TYPES AND SCOPE OF SERVICES

- 3.1. Service Provider under the Agreement provides paid electronic services, i.e. access to the Trans.eu Platform which comprises:

- a) Freight and vehicles exchange with integrated maps,
 - b) Transaction security tools,
 - c) Access to the User Database
- 3.2. Each User who successfully completed the authorization process and did not lose the authorization under point 7.7 and was not blocked under point 7.8 is granted access to the Trans Communicator.
- 3.3 Any tolls, functions or services that are available within the Trans.eu Platform, yet not directly expressed in Section III Service of the Regulations, shall be considered as beta-version which means that one of the objectives of the implementation is to test the product in the environment of a real logistic application. The Supplier does not guarantee its availability or faultlessness, and the Customer accepts it and agrees upon it. The User is allowed to use it without additional payments until the test period is completed and the Service Provider presents a payment terms.

4. AGREEMENT CONCLUSION AND TERMINATION

- 4.1. The Services are paid and provided via the Software on the terms specified in the Agreement, Regulations and Price List.
- 4.2. The Agreement is concluded in writing.
- 4.3. The Agreement may be terminated under the pain of nullity, in a document form, allowing for identification of the author of the declaration (scan, fax, email):
- a) by each Party, without justification, with a three-month notice, effective at the end of the third calendar month, if the Settlement period indicated in the Agreement is different than monthly,
 - b) by each Party, without justification, with a three-month notice, effective at the end of the Settlement period, if the Settlement Period indicated in the Agreement is monthly,
 - c) by the User with immediate effect, if the User:
 - i. does not agree to the changes introduced to the Regulations, in the manner set out in point V.2, within a month of the date of publishing the changes in the Regulations,
 - ii. does not accept changes in the Price List, that has been introduced accordingly point I.5.1. a) Regulations, within one month from the date of sending the notification on the email of the Authorized User.
- 4.4. In the event of any of the reasons for voiding the authorization of the Account specified in point I.7. (PROTECTION AND SECURITY OF USERS' DATA) OF THE Regulations, lack of payment within the term specified in the Invoice or Pro Forma Invoice or due to protection of a significant interest of the Service Provider, the Service Provider has the right to terminate the Agreement in a document form, with immediate effect.
- 4.6. The Service Provider reserves the right to provide the Service on individual terms and conditions specified in a separate agreement.
- 4.7. The Service Provider has the right to provide access to the Services to the User for a trial period. During the trial period the User is subject to the provisions of the Regulations.

- 4.8. The Users who have branches or conduct business activity outside the registered seat of the company in any form (in particular as an organized part of the enterprise), shall be granted the TransPro status by the Service Provider and shall be provided the Services under a separate service agreement.

5. PAYMENTS

- 5.1. The prices of Services (subscription fees) are specified:
- a) in the Price List, , effective on the date of placing the order, or in the Agreement, considered that after the expiry of the time specified in the Agreement, referred to in § 2 para. 1 of the Agreement (i.e. 12 months), the User is obliged to pay the price from the Price List valid on the date of transition of the Agreement for an indefinite period. The Service Provider has the right to change the price for the Agreement, which has evolved into a contract for an indefinite period by sending email notifications to the Authorized Users about the planned change of the Price together with the new Price List. The new Price List shall come into force from the first Settlement period following the 30 days from the day of sending the above mentioned notification,
 - b) in the Regulations, or
 - c) in the Special offer conditions specified in the Price List, Agreement or in regulations.
- 5.2. The User shall make a payment for the Settlement period and within the term specified in the Agreement. The date of payment shall be the date of crediting the Service Provider's bank account with the amount specified in the Invoice or Pro Forma Invoice.
- If the User has several overdue receivables to the Service Provider (including previously due), the Service Provider will credit the payment for the oldest debt (regardless of the User's indication). In any case, the Service Provider may include the payment in the first place to the overdue related receivables, e.g. interest on late payment.
- 5.3. In cases specified in point I.4.3. and I.4.4. the amount of the paid and unused subscription fee shall be refundable to the User, within 30 days of receipt of a surplus payment refund request by the Service Provider whose amount shall be set in accordance with point I.5.5, with indication of the recipient's bank account.
- 5.4. The pro rata refund specified in point I.5.4. refers only to the subscription fee. In no case the activation fee or contractual penalties are subject to refunds. The User shall be entitled to a refund of the amount which is an equivalent of the subscription fee proportional to the period remaining to the end of the Subscription period.
- 5.5. Should the Agreement be terminated prior to the lapse of the term specified in § 2 point 1 of the Agreement, the User shall pay the contractual fee for early termination of the Agreement in the amount specified in the Agreement. The fee is payable under a debit note and shall be deducted together with due amounts specified in point I.5.4 and I.5.5.
- 5.6. The subscription fee is indivisible which means that:
- a) you can not pay the fee for a period shorter than the Subscription period for a given Service,

- b) voiding the User's authorization in accordance with the provisions of the Regulations does not result in a refund of a proportional amount of the subscription fee or its full amount for the period necessary to clarify the case which is the reason for voiding the authorization,
 - c) refund of the subscription fee is possible only on the terms specified in point I.5.4. and I.5.5 above.
- 5.7. The Service Provider reserves the right and the User agrees to:
- a) issue and send Invoices and Pro Forma Invoices for the Services in an electronic form,
 - b) receive Invoices and Pro Forma Invoices without signature of a person authorized to accept it.

6. ACCOUNT REGISTRATION AND AUTHORIZATION

- 6.1. The process of authorization of the Account on the Trans.eu Platform comprises:
- a) creation of the Account,
 - c) User verification,
 - d) Account authorization.
- 6.1.1. In the process of the Account registration and authorization the User is obliged to provide true data concerning the User's company and data of Derivative Users.

6.2. CREATING THE ACCOUNT

- 6.2.1. The Account is created by completion of the registration form.
- 6.2.2. The User may hold only one Account. The User while registering the Account is given the TransId number. Each User may have only one TransId number. One Account may be used only by one legal entity.
- 6.2.3. In the case of Users who have branches or conducting business activity in more than 1 location in any form (in particular as an organized part of the 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.
- 6.2.4. The User may create any number of Derivative Account by the Account for natural persons who remain in legal relationship with the User, in particular under contracts of employment, contracts of mandate or contracts to perform a specific task provided that performance of the contracts does not breach the Regulations or the License Agreement.

6.3. USER VERIFICATION

- 6.3.1. User verification's objective is to verify existence of the User's enterprise and the business activity conducted by the User based on the information which is in the public domain and provided by the User.
- 6.3.2. For the purpose of verification, the User is obliged to fax, email or send by a letter to the Service Provider copies of the document indicated by the Service Provider.
- 6.3.3. The Service Provider reserves the right to contact the User by telephone for the purpose of verification of the telephone number and address data.
- 6.3.4. Some copies of the legal entities' document sent for the purpose of verification of the User are uploaded in the Account. For the reasons of the User's security each document is marked with a watermark of the Trans.eu Platform. The watermark is not an attestation of conformity with the original.

6.4. ACCOUNT AUTHORIZATION

- 6.4.1. The Account authorization is a decision taken by the Service Provider based on the Regulations and internal verification procedures of the Service Provider, including the interests of the Service Provider and other Users which if positive, can enable:
- a) using the Trans Communicator,
 - b) possibility of concluding the agreement mentioned in point I.4.
- 6.4.2. The Service Provider reserves the exclusive right to change the data required to create the Account, verification of the User and Trans.eu Platform Account authorization. Any independent change of the data by the User is prohibited (apart from editing telephone number and the process of adding/deleting derivative users' account).
- 6.4.3. The Service Provider at any moment may cause that the authorization of the Account or any further use of the Services by the User is dependent on provision of officially certified documents or reauthorization process.
- 6.4.4. Confirmation of the User's Account authorization will be sent by the Service Provider to the email address provided by the User.
- 6.4.5. The Service Provider reserves the right to conclude the Account authorisation process again when the User's data are changed or when the Account is inactive for the period longer than 30 days.
- 6.4.6. Refusal to authorize the Account, voiding the Account authorization, blocking or other sanctions applied by the Service Provider under provisions of the Regulations may cover all Services which the User used.

6.5. REFUSAL TO AUTHORIZE THE ACCOUNT

- 6.5.1. The Service Provider may refuse to authorize the Account if it is justified by the reasonable interest of the Service Provider or of any other Users and in particular:
- a) conducting by the User or other entities which are related to them by shares or persons with the User any activities which are contrary to the generally applicable law, Regulations or decency, including using the User's Database or Software to distribute unordered commercial information (spam) or advertising competitive activity against the Trans.eu Platform.
 - b) failure to pay due amounts by the Users or entities related by shares or persons to the Users towards other entrepreneurs,
 - c) justified suspicion (made probable by telephone and address data and other sources of information) of breaching provisions of point I.6.2.2., I.6.2.3., I.7.1.-I.7.6. of the Regulations by the User,
 - d) providing by the User incomplete or untrue information to the Service Provider,
 - e) conducting business activity by the User for less than a year,
 - f) obtaining information on pending bankruptcy, arrangement, recovery or winding-up proceedings towards the User,
 - g) if the business activity of the User is suspended or closed,
 - h) if the User violated the provisions of the License Agreement,
 - l) application of clauses by the User within, including the prohibition of assigning or leading to the prohibition of assignment of claims for transport orders.
- 6.5.2. The circumstances provided in point I.6.5.1. b) should be documented by:

- a) effective court decision,
- b) publication of a sales offer at the Receivable Exchange by TransCash.eu S.A.,
- c) another documented report (e.g. information on the debt from the business information office).

7. USERS' DATA PROTECTION AND SECURITY

7.1. The User is obliged to:

- a) report and have current personal data and telephone and address data at the Account and Derivative Accounts,
- b) inform the Service Provider on any change in the composition of:
 - User's governing bodies, or
 - partners in the partnership or a civil partnership, or
 - shareholders holding at least 10 percent of shares.

7.2. The User is obliged to confirm, on the Service Provider's request, authenticity of the data declared at the Derivative Account and indicate a legal relationship justifying creation of a Derivative Account for a given person, by provision of relevant document (e.g. ID card of the natural person – Derivative User, declaration on existence of a legal relationship between the User and the Derivative User, etc.) however, the User shall ensure compliance of provision of such data with the requirements 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; repeal of Directive 95/46 / EC (GDPR).

7.3. Within 7 days at the latest of termination of the legal relationship mentioned in point 1.7.2.:

- a) the User is obliged to delete the Derivative Account in relation to which the legal relationship was terminated or submit a request for deletion with the Service Provider,
- b) Derivative User whose legal relationship was terminated should notify the Service Provider about the fact. The Service Provider reserves the right to delete the User's Derivative Account if it establishes that the legal relationship mentioned above was terminated.

7.4. Both the User or the Derivative User are not entitled to:

- a) use the Accounts of other Users/Derivative Users,
- b) provide access to their own Account to other Users/Derivative Users,
- c) provide access to the Account to third parties,
- d) issue orders or accept orders for the benefit of other entities than the User for which the Account is registered,
- e) demand issue of an Invoice or Pro Forma Invoice by the Service Provider for any other entity than the User or demand accounting the payment for an Invoice issued to another entity.
- f) demand issue of an Invoice to the contractor different than the User,
- g) delete documents or data saved on the Account or Derivative Account, unless they are immediately replaced by other relevant data,

- h) use the Trans.eu functions and tools contrary to their designation (e.g. place contact data in the description field in the offer, publish other content which is contrary to the provisions or decency in the description field, etc.).
- 7.5. A Derivative User is obliged to:
 - a) secure the Derivative Account with a password (on the level which makes it impossible to be guessed by third persons) and keep the password secret. The password is a confidential information,
 - b) notification of the Service Provider (by email to the address: info@trans.eu or by contact with customer service) about any change in data concerning the entrepreneur and the User (i.e. entrepreneur or its partners/shareholders), in particular those specified in point I.7.1.
- 7.6. The User is obliged to inform the Service Provider by email (email/Business Communicator/contact form) or by a contact with the customer service team on a planned closure or suspension of business activity within a term allowing for termination of the Agreement with the termination notice period specified in point I.4.3 a) and b) of the Regulations.

7.7. BASIS FOR AUTHORIZATION VOIDANCE

- 7.7.1. The Service Provider may void the authorization of the Account if it is justified by the reasonable interest of the Service Provider or of any other Users and in particular in the following cases:
 - a) specified in point I. 6.5.1. of the Regulations,
 - b) violation of obligations specified in point I.8. of the Regulations by the User,
 - c) delay in payment to the Service Provider for more than 14 days,
- 7.7.2. The Account authorization may be voided for the time of verification of the User mentioned in point I.6.3. and I.6.4. of the Regulations.
- 7.7.3. The Account authorization is voided for the time necessary to clarify the situation of the User, no more than 90 days. Voiding the Account authorization result in limiting access to the Services.
- 7.7.4. The Service Provider, after clarification of the reasons for voiding the Account authorization shall take a decision on:
 - a) blocking the Account,
 - b) restoring the User's Account authorization on the previous terms,
 - c) restoring the Account authorization on the basis of an agreement on Services individual access terms mentioned in point I.4.6. of the Regulations.
 - d) maintaining the Account authorization voidance by the time the User meets the conditions specified by the Service Provider in the course of verification,

7.8. BASIS FOR BLOCKING AND DELETING AN ACCOUNT

- 7.8.1. The Account's blockade result in total loss of access to the Services and the Trans Communicator. On the day of blocking the Account (without limitation in time) the License Agreement is also terminated and the access to Business Communicator is blocked.
- 7.8.2. The Service Provides may block:
 - a) Accounts and all Derivative Accounts as a result of termination of the Agreement in accordance with point I.4.3. and I.4.4. of the Regulations.
 - b) specific Derivative Account on request mentioned in point I.7.3. of the Regulations.

- 7.8.3. The Service Provider has the right to block the Account and all Derivative Accounts in the following cases:
- a) specified in point I.6.5.1. and I.8. of the Regulations which result in gross violation of the Service Provider's or other Users' interests with immediate effect without previous voidance of the Account authorization,
 - b) negative consideration of the User's complaint whose Account authorization was voided in accordance with point I.7.7. of the Regulations,
 - c) lapse of the term mentioned in point I.7.7.3. of the Regulation and refuse to reauthorize the Account,
 - d) lack of activity of the User who does not have an active Agreement for the period exceeding 90 days,
 - e) violation by the User or the Derivative User the rights of the Service Provider to the Trans Users Database.
- 7.8.4 The Service Provider has the right to apply a temporary blockade if the provisions specified in point I.8 of the Regulations – the Account is blocked for 24 hours for the first violation, 48 hours for the second violation, 72 hours for the third violation.
- 7.8.4 The Service Provider shall have the right to disclose information on voiding the Account authorization, blocking or deleting the Account and all Derivative Account of the User should the User fail to settle due amounts towards other entities/Users

8. USER'S DECLARATIONS AND LIABILITY

- 8.1. The User declares that the Business Communicator is designed to exchange information with other User as part of their business activity, in particular making arrangements concerning the conditions of carrying out orders, agreements, freight transport.
- 8.2. The Service Provider has the right to demand documents confirming carrying out or commissioning a transport service from the User.
- 8.3. Both the User and each Derivative User shall use the Trans.eu Platform in accordance with applicable law, social and moral standards and provisions of the Regulations, in particular:
- a) act in a way which does not breach rights of other Users;
 - c) not to assign the right to use the Account to third parties;
 - d) not to impersonate other persons;
 - e) not to breach correspondence confidentiality.
- 8.4. The "Description" field on the list of contacts of the Business Communicator or in the offer should be edited in a legible manner and may not contain:
- a) vulgar words, content calling to hatred, racism, xenophobia and conflicts between nations,
 - b) information in vertical layout,
 - c) advertisements,
 - d) abbreviations and camouflaged content breaching the Regulations or provision of the generally applicable law,
 - e) information on free freight or vehicles,

- f) information of contact nature (email address, address, www, GG communicator number or others),
 - g) opinions on other Users,
- 8.5. The User shall refrain from other undesired behaviours, in particular consisting in behaviours which lead to significant load placed on the Service Provider's servers or connections.

9. COMPLAINTS

- 9.1. A complaint may be placed by:
- a) in writing to the address indicated in section "Contact" on the Service Provider's website or
 - b) email: info@trans.eu
 - c) by complaint form at the Internet website.
- 9.2. The Complaint should contain:
- a) TransID,
 - b) name and surname or company business name and residence address or registered seat of the User "Complainant",
 - c) specification of the complaint subject,
 - d) presentation of circumstances justifying the complaint.
- 9.3. In the case the complaint does not meet the conditions specified in point 1.9.2. a) – d), the Service Provider shall immediately inform the Complainant about the need to supplement it, within no less than 7 days and the scope of supplementing with instruction that failure to supplement the complaint within the set time limit will cause that the complaint will not be considered. After an ineffective lapse of the set time limit the complaint will not be considered,
- 9.4. The Service Provider shall consider the complaint within 15 business days of its submission. The Service Provider reserves the right to extend the 15-day term for response if the provision of the reply is dependent on obtaining additional technical or legal analyses or translation about which the Complainant will be informed immediately.
- 9.5. Response to the complaint may be provided:
- a) in writing, by posting response to the address of the User,
 - b) by email to the email address provided by the Complainant,
 - c) by telephone.
- 9.6. The Service Provider reserves the right to leave the complaint without response if the complaint does not contain data sufficient to identify the User or entity which placed the complaint or does not contain any data allowing for providing response to the complaint.
- 9.7. The User shall be fully responsible for the content placed in the complaint.
- 9.8. A User who does not agree with the complaint response may file a request for reconsideration of the complaint within 90 days of receipt of the response. Provisions of point 1.9.1. – 1.9.7 shall apply accordingly.
- 9.9. As a result of consideration of the complaint in accordance with point 1.9.8, towards the User the complaint procedure is exhausted and there are no other appeal measures available unless the User provides new circumstances and evidence which may affect the complaint settlement.

10. PROTECTION OF SERVICE PROVIDER'S RIGHTS

10.1. Protection of the Users' Database.

10.1.1. Any personal data or telephone and address data, information concerning their companies, fleet, offers, concluded transaction saved by the Users on the Trans.eu and Software are the Users' Database.

10.1.2. Each User, subject to point 10.1.3, shall have the right to access and use the Users' Database of the Trans.eu Platform in the Subscription period.

10.1.3 The Service Provider determines transfer limits for each User. The transfer limit is a limit of sent data in a time unit as part of the Trans.eu Platform and Trans.eu Software. Exceeding the limit result in blocking further transfer and displaying a relevant message. The User receives a limit from 1,000 to 10,000 views per month. Their value depends on the scope of browsed data.

10.1.4. The Users' Database is subject to protection under the regulations on protection of databases and copyright, as a work: All proprietary rights to the Trans.eu Platform Users' Database belong exclusively to the Service Provider.

10.1.5. Copying, modification, distribution of the User's Database without previous written consent of the Service Provider or using the Users' Database contrary to the Regulations, including destruction, deletion or changing the data in the Database is prohibited. Such actions constitute a gross violation of applicable legal regulations and provision of the Regulations and are a basis for pursuing claims towards the infringer to stop the procedure, return of obtained benefits and payment of a relevant compensation.

10.2. All the intellectual property rights to the Trans.eu Software and Platform belong to the License Provider. Using the Trans.eu Software and Platform under the Regulations and a separate License Agreement does not result in any way in acquisition by the User of any intellectual property right to the Trans.eu Software and Platform. Any violation of the intellectual property rights related to the Trans.eu Software and Platform is prohibited, in particular:

- a) copying, modification and transmitting by Internet or in any other way the Trans.eu Platform and Software or its part and also particular works and databases without explicit consent of the License Provider,
- b) using the Trans.eu Platform and Software in a manner which is contrary to the Regulations or generally applicable legal regulations,
- c) destroying, damaging, deleting or changing IT, text and graphic data of the Trans.eu Platform and Software or interfering with the Trans.eu operations in any other way,
- d) downloading content or the whole Trans.eu Software or Platform in particular the Users' Database and their secondary use in full or part, without written consent of the License Provider.

10.3. The License Provider reserves the right to interfere with the Account technical structure for the purpose of diagnosing irregularities in the Trans.eu Platform Software and to make changes and in any other way affect the technical aspect of the Account in order to modify it or restore its proper functioning.

10.4. The Service Provider may delete or block the Account or access to part or all the Services to any User whose actions infringe the interest of the Service Provider or

other Users. The rules of deletion and blocking the Account are specified in point I.7.8. of the Regulations.

10.5. If the User takes actions which breach the Regulations, the Service Provider shall be entitled to a contractual penalty from the User in the amount of:

- a) monthly subscription fee, specified in the Price List applicable on the date of charging the contractual penalty, without any current promotions and discounts – in the case of gross violations which in particular consist in violation of the following provisions of the Regulations: I.6.2.2., I.8.1.- I.8.2. and I.8.4.- I.8.5. of the Regulations,
- b) equivalent of five times of the activation fee indicated in the Price List applicable on the date of charging the contractual penalty, for each violation – in the case of violations of moderate threat to the interests of the Service Provider and other Users which in particular are violations of the following provisions of the Regulations: I.6.5.1. a)-b), I.7.4. of the Regulations,
- c) equivalent of the annual net subscription fee, indicated in the Price List applicable on the date of charging the contractual fee, without any current promotions and discounts – in the case of gross violations, harmful to the economic interest of the Service Provider, which in particular consist in violation of the provisions I.7.4 of the Regulations by providing access to the Account to more than one entity or using the Account by more than one User and breaching the following provisions of the Regulations: I.8.3, I.10.1.5 of the Regulations.

The contractual penalties mentioned above applies without prejudice to the Service Providers' right to recover from the User, the actual loss suffered as a result of a breach or to claim performance, in addition to the penalty thus fortified.

10.6. The Service Provider reserves the right and the User agrees to:

- a) use the intellectual and industrial property rights of the User, including business names and trademarks for promotional and marketing purposes of the Service Provider.
- b) placing a watermark "Trans.eu" in the copies of the documents mentioned in point 6.3.2 in the User's profile,
- c) sending commercial information.

11. SERVICE PROVIDER'S LIABILITY

11.1. The Service Provider as the Trans.eu Platform Service Provider and Administrator shall endeavour that:

- a) the Trans.eu Platform and all services provided via are operative continuously and without any disruptions on the level of 98% per annum,
- b) time for the Trans.eu Platform failure repair lasts not longer than 24 hours,
- c) the time for any possible limitation of access to the Trans.eu Platform is not longer than 24 hours,
- d) maintenance breaks in the Trans.eu Platform operations do not occur more frequently than twice a month for 4 hours, each between 7 p.m. and 6 a.m. or on holidays without hour limitations, however if the failure is due to force majeure or factors which are independent of the Service Provider, including an

unauthorized interference of the Users or third parties, the Service Provider's liability shall be excluded.

- 11.2. The Service Provider shall be liable only for the services provided with electronic means on the terms specified in generally applicable provisions.
- 11.3. The Service Provider shall not be have any liability in particular for:
 - a) correctness of data provided by the User in the process of registration and authorization of the Account by the User,
 - b) content provided and published via the Business Communicator and the Trans.eu Forum by the Users,
 - c) failure to conclude, inappropriate conclusion of agreements by the Users with other Users as part of the Trans.eu Platform,
 - d) actions of Users or third parties which breach provisions of the Regulations,
 - e) insolvency of Users,
 - f) voiding or refraining from authorization of the Account and a resulting loss of profit by the User,
 - g) deletion, blocking of the Account or access to part or all the Services towards each User whose actions are contrary to the generally applicable legal regulations, provisions of the Regulations, decency and if the actions threaten or infringe the interest of the Service Provider or other Users,
 - h) deletion of the User's offers from the Freight Exchange or Vehicle Exchange,
 - i) result of obtaining access to the User's Account by unauthorized persons, regardless of the manner how it happened (e.g. providing password to a third party by the User, breaking the password by a third party),
 - j) data derived from external system or published by entities different by the Service Provider and available via the Trans.eu Platform,
 - k) for services provided by third party entities and available via the Trans.eu Platform, in particular those specified in point IV.;
- 11.4. The Service Provider shall not be liable for failures of the Software for reasons beyond control of the Service Provider. The Service Provider shall not be have any liability in particular for:
 - a) periodical switch off of the Business Communicator and access to the Services,
 - b) loss of all the data of the User kept on the Service Provider's servers.
- 11.5. The Service Provider shall be responsible for the damage caused to the User only if done intentionally. The Service Provider accepts no responsibility at all for loss of profits and/or consequential loss by a User and/or Related User and/or any other party, caused by whatever reason.

II. PERSONAL DATA PROTECTION

1. THE SCOPE OF DATA

1.1 The Service Provider is the Administrator of personal data within the meaning of national provisions on the protection of personal data and 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; repeal of Directive 95/46 / EC (GDPR) in the field:

- a) Data indicated by the User in the registration form and the authorization process - in

order to prepare for the conclusion, conclusion and implementation of the License Agreement and the Agreement for the provision of access services to the Trans.eu Platform (in particular in order to enable potential counterparties to contact Users and enter into transactions with them).

b) Users' data that agreed to receive commercial information.

c) Data of Derivative Users, that are shared by the User with the Service Provider - in order to use the Trans.eu Platform by the Derivative User

d) Data of Derivative Users who have agreed to receive commercial information.

1.2 Data are provided voluntarily, and all processing rules are set out in the Privacy Policy.

1.3 The scope of required data, in particular in the authorization process, results from the legitimate interest of the Administrator, who collects and processes data in order to provide secure access to the Trans.eu Platform to all its Users.

2. ENTRUSTING OF DATA PROCESSING

2.1 Service Provider within provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 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 the repeal of Directive 95/46 / EC (GDPR) is the entity processing data in the scope of data entered by Derivative Users in correspondence exchange or by using tools and functionalities available in Trans.eu Platform, unless stipulated otherwise. The User remains the Administrator of this personal data fully responsible for its usage, while the Service Provider shall be excluded from any liability for data entered by Users and Derivative Users when exchanging correspondence or other functionalities available on the Trans.eu Platform.

2.2 In the scope of data referred to in point 2.1 above, the User and Processor, together with the acceptance of the Regulations, enter into a online contract for entrusting the processing of personal data, pursuant to which the Processor accepts personal data entrusted by the User for processing. The object of entrustment is personal data entered by Users and Derivative Users when exchanging correspondence or through any other functionalities available on the Trans.eu Platform. Entrusting takes place in order to perform the Agreement, it lasts for the duration of the Agreement and is of a permanent nature. The object of entrustment is personal data referred to in art. 6 and 9 RODO. Personal data being the subject of the entrustment concern Users and Derivative Users.

2.3 The Processor commits to:

a) data processing only for the documented command of the Administrator, in particular based on the Regulations and accordingly to a contract for entrusting the processing of personal data - User, and

b) ensure that persons authorized to process personal data commit themselves to confidentiality,

c) taking data security measures required by the GDPR and helping the administrator meet his obligations within this area,

d) compliance with the terms of using the services of another processor - so-called the provision of data processing is acceptable to the entities providing services supporting the provision of services by the Processor, to which the User consents as the data

administrator,

e) to help the User meet his obligation to respond to requests of the data subject in the exercise of his rights set out in the GDPR,

f) delete the data or return the data to the User as a data administrator after processing, in accordance with his decision,

g) provides the User with all information regarding the personal data entrusted, necessary to demonstrate the fulfillment of his duties and to enable him or the auditor authorized by him to carry out audits.

3. STORAGE PERIOD

3.1. The Service Provider stores personal data in connection with the use of the Trans.eu Platform, for the time necessary to perform the Agreements and for the time when claims may arise in connection with transactions concluded on the Trans.eu Platform by other Users and in connection with the use of the Platform by Users and Derivative Users.

3.2 In addition, data may be stored for the purpose of preventing crimes and frauds, for statistical and archiving purposes for a period of 3 years from the date of the event causing the need to terminate the processing.

3.3 At the same time, the Service Provider will store personal data for the period, in which is obliged to store data or documents, containing information necessary for fulfillment of legal requirements, including the possibility of controlling their fulfillment by public authorities.

4. OTHERS

4.1. Personal data are not transferred to the third countries (ie to countries outside the European Economic Area).

4.2 In order to perform the contract, personal data will be processed in an automated manner (including "profiling"), however, it will not cause any legal effects or similar influence on the situation of the User or the Derivative User. The purpose of processing those data is to collect information about the activity within the Trans.eu Platform and User's or Derivative User's preferences, which allow a better adaptation of the offers and messages addressed to Users and Derivatives Users, as well as to detect events that may threaten the safety of Users and Derivatives Users.

4.3. The Service Provider may provide personal data collected on the Account to entities cooperating with the Service Provider, among others, those who provide payment services, perform consultancy or audit services. The Service Provider may transfer personal data of Users and Derivative Users to public bodies fighting against fraud and crimes.

III. SERVICES

1. FREIGHT AND VEHICLES EXCHANGE WITH INTEGRATED MAPS (TRANSMAP)

1.1. The Freight and Vehicles Exchange is a platform for exchange of information on offers and freight space and freight, published by authorized Trans.eu Platform Users for the purpose of finding a contractor and conducting transport or freight service, as it shall happen as a result of:

- a) posting a load offer or a vehicle offer on the Freight Exchange or Vehicle Exchange (understood as a request to make offers),
 - b) accepting a published within the Freight Exchange or Vehicle Exchange offer.
- 1.2. When authorizing the Account, in accordance with the provisions of the Regulations, the User is granted access to the Freight and Vehicles Exchange, including an up-to-date table of offers with the option to post offers of free freight or vehicles, access to detailed data, searching for users or receiving a Platform's proposals.
- 1.3. The Service Provider shall not be responsible for:
- a) consequences of accepting an offer posted by persons without authorized access to the User's Account, regardless of the manner how the access was gained (e.g. provision of access to the Account, posting offers on behalf of another entity),
 - b) obsolete offers posted by the User,
 - c) deletion of the User's offers from the Freight Exchange or Vehicle Exchange,
 - d) posting the same offer by the User several times.
- 1.4. The Freight Exchange and Vehicle Exchange are integrated with electronic maps and related functionalities (TransMap).
- 1.5. External data providers ("Partner") are suppliers of software, maps, data and materials which are used on the basis of the licenses granted by the User such as: OpenStreetMap (based on the ODbL license) and Emapa sp. z o. o. Extending or change of Partners does not require amending the Regulations.
- 1.6. Materials to maps and related data (maps) are provided to the Service Provider by Partners on the basis of granted licenses. The software and data provided by the Partners, including TransMap, are protected by copyright. Any copying (in whole or part), distribution or other use of the elements, which are works, provided as part of the TransMap service is governed by the license agreement and the Regulations. Breaching the provisions of the Regulations is subject to civil and criminal sanctions.
- 1.7. The Service Provider grants a paid, unexclusive, limited in time by the Subscription Period sublicense to use the TransMap only for its own use. The User shall not have the right to grant sublicense to third parties (provision of TransMap to third parties).
- 1.8. The User, subject to point III.1.10. of the Regulations may not copy, divide, extract or modify maps or create any derivative products. The User may not change the source code, source files or the structure of the map in full or part or change them by changing the structure, division, decompilation or other methods.
- 1.9. The User does not acquire ownership rights which in full belong to the licensors. Information on copyright, sources or reservations concerning the ownership right on or by the maps may not be modified, covered or deleted.
- 1.10. The User has the right to download and save on its hard disc and use the obtained result as part of the TransMap Service exclusively for its own internal purposes and for the purpose of making a results backup copy which may be appropriately marked and used only by the User.
- 1.11. The Service Provider does not guarantee that the TransMap will be accessible at any time, free of defects and punctual. Delays or errors as regards accessibility or data transfer may occur due to technical problems.

- 1.12. Presented maps and information do not constitute a complete reflection of reality, only a general presentation. Information provided as part of the TransMap service are designated to support planning. Actual directions to the desired point may be different from the presented as a result of change in weather conditions, road works, traffic jams or other events.
- 1.13. TransMap may not be used as the only basis for professional activities from the area of planning/travel directions.

2. TRANSACTION SECURITY

- 2.1. Security of a transaction is a Service which is composed of additional tools, allowing for a more detailed verification of a contractor before starting cooperation, aimed at increasing security of transactions concluded between Users and preventing actions which may adversely affect the interest of the Users and the Service provider and to promote decency in commercial transactions effected with the use of the Trans.eu Platform.
- 2.2. Security of transaction covers tools used to verify Users such as:
 - a) information on a User,
 - b) System of grades and comments,
 - c) TransRisk index,
 - d) list of Certificates.
- 2.3. Information of the User posted in the window available through the Business Communicator includes telephone and address data (i.e. name, address, telephone, email address), registration data (such as: NIP, REGON, KRS, date of company formation), company profile (area of activity, type of provided services), information on employees (i.e. name, surname, contact data) and licenses (e.g. national, international transport Third Party Liability Insurance of a road carrier). Documents and information are provided by the Users and under their responsibility.
- 2.4. System of grades and comments as part of which the User may issue for a given transaction one:
 - 2.4.1. GRADE (subjective opinion) which should correspond to the actual state, expressed as a value:
 - a) positive – which means that the agreement (order) was performed by the graded User without any reservations,
 - b) negative – which means that the agreement (order) was not performed or inappropriately performed by the graded User,
 - c) neutral – which means that the agreement (order) by the graded User was performed in a way which is not completely satisfactory to the contractor, still the reservations were of lesser weight than in the case of a negative grade. The neutral grade is somewhere between the positive and negative grade.
 - 2.4.2. COMMENTARY - true and in a manner which does not breach rights of third parties for which the person who publishes are responsible.
 - 2.4.3. The System of grades and comments may not be used for:
 - a) providing untrue information in the comment about any contractor, cooperation with the contractor or performance of the agreement,

- b) artificially increasing reliability of the User by accepting transaction in order to increase positive grades, without actual performance of the service.
- 2.4.4. The Service Provider does not interfere with the grades which are the expression of the subjective opinion of the grading contractor on the service performed by the User. The Service Provider may only delete the grade and only if the Service Provider obtains an application from the User who issued the grade.
- 2.4.5. The User publishing the comment shall be responsible for its content. The Service Provider shall not be responsible for the content of the published comments. A comment which is mentioned in a reliable notification on unlawfulness of published content is verified by the Service Provider. The party submitting the notification is obliged to:
- a) at the same time, the content should be indicated which the notification concerns together with the place of its publication,
 - b) indicate what is unlawful in the comment,
 - c) present the documentation (e.g. documents, correspondence etc.) allowing to state that the content of the comment is unlawful.
- If the Service Provider, on the basis of gathered information, establishes that the comment is objectively unlawful, it will be edited or deleted in part or in full.
- 2.5. The TransRisk index can be calculated individually for each User who meets the conditions set out in item 2.5.1 below and is presented in the adopted scale of assessments, where the classification at the highest level means no or negligible transaction risk, and the lowest level of the rating indicates large the probability of financial instability of the User, hindering or preventing him from covering his obligations resulting from the transaction.
- 2.5.1 The TransRisk index can be set for each active Trans.eu Platform User. and in particular acting as the principal (payer).
- 2.5.2 TransRisk is calculated based on data and information provided by the User, available in databases (commercial information offices, rating agencies, data from disclosed financial statements) and also collected within PlatformaTrans.eu.
- 2.5.3. Each User is obliged to provide real data in the process of calculating the TransRisk index and agrees to:
- downloading data from external sources: business information offices, debt exchanges and rating agencies,
 - download and use of historical data from activity on the Trans.eu Platformu (including, in particular, data on payments collected and processed as part of the TransInkasso service).
- 2.5.4 The Service Provider is not responsible for:
- a) incorrectly calculated and indicated value of the TransRisk index of the User, if it results from providing false or outdated information by the User or business intelligence, as well as placing such data in registers available to the public. Responsibility for the above-mentioned title is borne solely by the entities that provided the data,
 - b) untimely settlement of payment obligations by Users,
 - c) deprivation or refusal to calculate the TransRisk index,
 - d) software failures that contain elements of the TransRisk index,

- e) not displaying or displaying outdated information about TransRisk Users' indexes,
 - f) lost benefits of Users in connection with events indicated in letters a) -e) above.
- 2.6. List of certificates
- 2.6.1. Service Provider may award a distinction to the User in a form of:
- a) Trans.eu Certified Carrier,
 - b) Trans.eu Certified Forwarder,
 - c) Trans.eu Certified Express.
- 2.6.2. Information on the certificate will be available in the tab "Company Information" by the User's name.
- 2.6.3. Certificates are awarded to the companies representing the service standards while maintaining cooperation security with specification of the type of business activity.
- 2.6.4. Certificates are awarded on the basis of separate regulations.
- 2.6.5. The Service Provider may also provide other information, obtained from third parties, concerning the User as part of the "Company Information" if they are helpful to other Users in the process of verification to secure the transaction (in particular information on debts, quality of insurance policy, other certificates and rights).

3. USERS' DATABASE

- 3.1 As part of using the Trans.eu Platform, the User gains access to:
- a) the Users' Database, i.e. a collection of all data (including information, photos, documents) provided by the Users and the Derivative Users within the process of registration Accounts and Derivative Accounts as well as while authorization and usage of the Trans.eu Platform
 - b) the tools and to the intelligent matching systems, enabling more effective usage of the Trans.eu Platform ("System Proposal").
- 3.2 Each User has a right to free access and use of the Users' Database in the paid Subscription Period, subject to the provisions of the Regulations and in particular point I.10.1.
- 3.3 The Users' Database is a sole property of Trans.eu Group S.A. (former: Logintrans Sp. z o.o.) with its seat in Wysoka (POLAND) and is subject to the Polish law: act of 27 July 2001 on protection of databases and provisions of the act of 4 February 1994 on Copyright and Related Rights and Directive 96/9/EC of the European Parliament and Council dated 11 March 1996 on legal protection of databases.

IV. OTHER SERVICES AVAILABLE TO THE TRANS.EU PLATFORM USERS

As part of the Trans.eu Platform the Users may use services of other entities dedicated to the TSL sector. The Service Provider only provides information about the services and does not provide or act as an agent in their provision.

1. TRANSCASH.eu – Receivables Exchange

- 1.1. Users may place an offer of disposal of receivables to other Users at the Receivables Exchange administered and maintained by TransCash.eu S.A. under a separate agreement mentioned in point IV.1.2.
- 1.2. Notification about the offer of disposal of debts at the Receivables Exchange is effected on the basis of an agreement concluded with TransCash.eu S.A and service provision regulations of TransCash.eu S.A. available at <http://pl.transinkasso.eu/>.

2. TRANSLAWYERS – legal services offer

- 3.1. Through the Trans.eu Platform the Users may contact a lawyer of the TransLawyers Widuch i Wspólnicy sp.k. law office in order to present a legal problem and to obtain legal services offer.

3. FORUM and COMMUNITY

- 3.1. Through the Trans.eu Platform the Users may use social services which allow for regular access to the most important news and sector events and browse for needed information such as: Transport Forum, Trans.Info.
- 3.2. Rules of functioning and tools use conditions specified in regulations available at the sites.

V. FINAL PROVISIONS

1. The Service Provider publishes changes in the Regulations in section Regulations, published on relevant market website.
2. The Service Provider shall have the right to unilaterally amend the provisions of the Regulations. The changes become effective the moment the amended text of the Regulations is published on the Internet site indicated in point V.1. Any telephone and address changes (including email and www addresses) indicated in the Regulations or obvious misprints as well as information in point IV (adding or deletion of information) does not constitute amending of the Regulations.
3. In matter which are governed by the Regulations or Agreement the law, that is governing the Service Provider, shall apply.
4. Any disputes arising from the Regulations or which arise in connection with it will be settled by a common court having jurisdiction over the registered seat of the Service Provider.