

Private Freight Exchange Access Services Terms and Conditions

Terms and Conditions effective date: 01.06.2023

I. General provisions

1. Definitions:

Private Freight Exchange- a service available as part of the Trans.eu Platform functionality, allowing the Client to build and manage an internal, digitally connected network of Users added to the Private Freight Exchange within the business area of the Client and his Branches and publish Offers visible to the Private Freight Exchange Users only.

Client - a Trans.eu Platform User who concluded a Private Freight Exchange access services contract based on and according to these Terms and Conditions and an Order.

Branch- an organized part of the Client's enterprise or Client's office that, according to the Trans.eu Platform Terms and Conditions, should be registered under a separate TransID number.

Platform - the Service Provider's B2B online platform available at www.platform.trans.eu

Terms and Conditions - these Private Freight Exchanges Access Services Terms and Conditions.

Platform Regulations - the Regulations of the Trans.eu Platform available at www.trans.eu/kz/regulations

Service Provider - the Service Provider accordingly to the Platform Terms and Conditions.

User - a natural person, an unincorporated establishment granted legal personality by an act, or a legal person conducting business activity related to transport and forwarding, who registered an Account on the Platform.

Order - a Client's statement of intent, constituting the basis and specifying the terms for providing Private Freight Exchange access services or access to the Trans.eu Platform in the CargoON product line.

2. These Terms and Conditions determine the rules for providing Private Freight Exchange access services that allow the client to independently create a digitally connected network of Users and manage it to the extent and in the manner indicated for a certain type of Private Freight Exchange.
3. The Service Provider provides paid Private Freight Exchange access services.
4. The services shall be provided subject to the terms specified in the Terms and Conditions and/or the Order.
5. The Service Provider may also provide the Client with implementation services, as well as TMS Integration consulting services, Personal Offer Service and Automatic Rules Service, for which the scope and remuneration are determined in the Order and in the separate regulations.

II. Private Freight Exchange access terms

1. Access to the Private Freight Exchange services is divided into two types:
 - a. Full Access (allowing to publish an Offer) – for the Client who has signed an Order and Branches indicated by the Client,
 - b. Limited Access (allowing to receive an Offer and/or be added to the Client's Private Freight Exchange with full access) – all Users regardless of the Product Line.
2. The condition for obtaining Full Access to the services provided pursuant to these Terms and Conditions shall require the following conditions to be met:
 - a. having an active User Account on the Trans.eu Platform (sign in with TransID) as per the Platform Terms and Conditions;
 - b. placing an Order.
3. Access to Private Freight Exchange is offered within following standards:
 - a. BASIC - Access for one (1) User (TransID) to one (1) Private Exchange only, without possibility of separate branding.
 - b. BRANDED - possibility of adding multiple Users (TransID) as Branches, which are authorized to publish Offers; the possibility of creating multiple Private Exchanges and branding them separately in accordance with point IV.8. below.
4. If the provision of the Terms and Conditions refers to the Private Freight Exchange without indicating its standard, it applies to both the BASIC and BRANDED versions.
5. As part of providing Services of Access to Private Freight Exchange, Offer publishing on Private Freight Exchange may be carried out using ARS - Automatic Rules Service.
6. As part of the functionality of the Private Exchange, the Customer will also be given the opportunity to use the Personal Offer Services, i.e. to send Offers directly to named Users and Related Users.
7. The Client can also send invitations to join the Private Freight Exchange to counterparties who are not Platform Users. In such a case, the Service Provider shall not be held liable for the accuracy of counterparty data, his actions and execution of the Offers addresses to this counterparty.
8. The rules of payment and the amount of fees depend on the type of Private Freight Exchange and are described in detail in Chapters III and IV of the Regulations.
9. The price of the Private Freight Exchange Subscription includes 2 active Related Accounts, and each subsequent one is paid as an Additional Active User. The amount of the Fee for an Additional Active User is specified in the Price List or the Order, and their calculation is independent of the Fee for Active User for using the Public Freight Exchange.
10. Failure to remit timely payment shall grant the Service Provider the right to limit access to the Private Freight Exchange or terminate the contract with immediate effect (i.e. as of the day of receipt of the termination notice, delivered electronically, by mail/courier or in person), as well as to apply sanctions stipulated in the Trans.eu Platform Terms and Conditions.

11. Notwithstanding the right to terminate mentioned under item 10, the Service Provider shall have the right to terminate the Contract for the reasons and on the grounds set forth in the Trans.eu Platform Terms and Conditions, and should the Account be locked as per the Trans.eu Platform Terms and Conditions, the scope of the lock shall also include the Private Freight Exchange.

III. Private Freight Exchange BASIC

1. The III. Private Freight Exchange BASIC can be granted for a maximum of 1 Client's Branch. The maximum number of Users added to a Private Freight Exchange BASIC is 1000.
2. The Contract for Private Freight Exchange BASIC is concluded by accepting the Order placed by the Client via the online form. The moment of concluding the Contract is the acceptance of the Order by the Service Provider.
3. The Service Provider reserves the right to conclude a written contract by exchanging signed copies.
4. The Contract for Private Freight Exchange BASIC is concluded for an indefinite period, and the conditions for its termination are specified in point VII.2 of the Platform Regulations.
5. Prices for access to the Private Freight Exchange BASIC are specified in the Price List. Detailed rules regarding prices, payments and changes to the Price List are set out in the Platform Regulations in Chapter VIII.
6. As part of the price for access to the Private Freight Exchange BASIC, the Service Provider does not provide implementation services to the Client, unless indicated in the Order. Configuration of the Private Freight Exchange BASIC, including adding Users and inviting contractors, is carried out independently by the Client using the available functionalities.
7. Trans.eu Platform Users who have purchased access to the Trans.eu Platform in the CargoON product line as a part of the subscription receive access to Private Freight Exchange BASIC.
8. Users indicated in point III.7 acquire the right to use the Product Private Freight Exchange BASIC on the terms and at the time specified in the Platform Regulations. In this case, the condition for gaining access to the Private Freight Exchange is not the placing of an Order.
9. Freight publications on the User's Private Freight Exchange in the CargoON product line exhausts the publication limit of the Client's Public Freight Exchange at the same time.

IV. Private Freight Exchange BRANDED

1. Access to the services provided as part of the Private Freight Exchange BRANDED shall be granted to a specific number of Client's Branches.
2. The maximum number of Branches added in a particular Private Freight Exchange BRANDED shall depend on the Package selected by the Client.

3. The Contract for Private Freight Exchange BRANDED is concluded by accepting the Order placed by the Client in the documentary form. The moment of concluding the Contract is the acceptance of the Order by the Service Provider.
4. The order specifies the detailed conditions of access to the Private Freight Exchange BRANDED, including the price and scope of implementation services and other Services and Products available via the Trans.eu Platform. In addition, it may also contain a description of the scope and price of support for the integration of the Platform with the Client's TMS application.
5. Payment terms and the amounts payable shall be specified in the Order.
6. The Service Provider may present the Client with new price conditions during the term of the Contract by sending the Update of the Price Conditions of the Order (in document form) to the Authorized User's e-mail address. If the Client does not agree to the new price conditions, he/she may terminate the contract with a 3-month notice period submitted in document form. In the absence of such notice, the Price List Update shall enter into force within 3 months from the date of its sending to the Client.
7. The method of changing the price conditions may be regulated individually in the Order. In this situation, point IV.6 does not apply.
8. An Offer published via a Private Freight Exchange BRANDED may have an additional designation, to be jointly determined with the Client, visible to both the publisher of the Offer and the Users who are members of the Client's Private Freight Exchange. The designation of such an Offer shall not be longer than 28 characters and shall be subject to approval by the Service Provider.
9. Private Freight Exchange designation shall not contain names or references contrary to the law, Platform Terms and Conditions or good morals, especially those that are considered vulgar or offensive, as well as those that are contrary to human dignity.

V. Client Consent

1. By concluding the Contract the Client agrees that the Service Provider may use the Client's intellectual property rights in the logo and company name free of charge, i.e. for the purposes necessary for the performance of the Agreement. The Service Provider guarantees that any use of the Client's intellectual property rights will only be used in the performance of the Service of implementing the Private Exchange and communicating with the carriers.
2. The Client may revoke consent indicated in point V.1 at any time, with the provision that in this situation the Service Provider will not be able to perform part of the implementation work. In the situation indicated in the preceding sentence, the Private Freight Exchange Implementation Services will be carried out without the work for which it is necessary to exercise the rights covered by this consent, which the Client acknowledges and accepts.

3. By concluding the Contract the Client agrees to create by the Service Provider a "Trans.eu Administrator" account. Creating an account will not generate additional fees. The user has the right to withdraw this consent at any time.

VI. Client's Liability

1. The Client shall decide on his own which Users to add to the Private Freight Exchange. By making the decision whether to add a User to the Private Freight Exchange or not, the Client shall be solely responsible for the results of such action or lack thereof. The Service Provider shall not be liable in any way for the actions or omissions of the Client.
2. The Client who publishes an Offer shall be solely responsible for its content (including the accuracy of goods and transport description, transport of prohibited goods, endangering the carrier) and the execution of transport order.
3. Should it be determined that the Client commits activities violating the commonly applicable legal provisions, the provisions of these Terms and Conditions or the Trans.eu Platform Terms and Conditions, the Service Provider may undertake any legally acceptable actions, which include limiting the Client's use of the Private Freight Exchange, as well as applying sanctions stipulated in the Trans.eu Platform Terms and Conditions.

VII. Service Provider's liability

1. As part of product liability, the Service Provider shall take any and all efforts to ensure that the functionalities of the Private Freight Exchange are available and free of defects to the extent of guaranteed availability (SLA), according to the provisions of the Trans.eu Platform Terms and Conditions; however, they shall not, in any respect, guarantee the uninterrupted and defect-free use of the above-mentioned functionalities.
2. Within the scope of providing the services covered by these Terms and Conditions, the Service Provider shall not be liable for any possible unavailability or inaccuracy of data, as well as for its possible unauthorized display or loss.
3. The Service Provider shall be held liable for the electronically supplied services pursuant to the Act on Provision of Services by Electronic Means dated 18 July 2002 and the provisions of the Trans.eu Platform Terms and Conditions.

VIII. Personal data

1. As part of processing the personal data provided in the Private Freight Exchange, the Service Provider shall act as:
 - a. a data controller, within the meaning of the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), with regard to the Client's data and the Users' personal data,
 - b. the processor is the entity to whom the Client, under the provisions of section 3 and 4 below, entrusted the processing of personal data entered

by them into the Private Freight Exchange, being the controller of this personal data (Data Controller).

2. Data is provided voluntarily and all personal data processing principles are governed by the Privacy Policy available at: <https://www.trans.eu/kz/politika-konfidencialnosti/>
3. Within the scope of the data mentioned under item 1 letter b above, by accepting the Terms and Conditions, the Service Provider and the Data Controller (Client) enter into a personal data processing agreement, under which the Processor (Service Provider) accepts the personal data entrusted by the Client for processing. The subject of entrustment is personal data uploaded by the Controller using the functionalities available through the Private Freight Exchange. The purpose of the entrustment is to perform the Contract, it shall continue throughout the entire term of the Contract and is of a permanent nature.
4. The subject of the entrustment indicated under item 3 is also personal data of the Data Controller's counterparties (Owners, representatives and employees of transport industry companies providing services for the Data Controller) provided to the Service Provider in paper or electronic format for the purpose of direct email and telephone contact in connection with conducting onboarding works set forth in the Order and the Scope of Implementation Services, which includes providing instructions on registering and using the Trans.eu Platform.
5. The Service Provider, being the Processor, shall:
 - a. process personal data only at the documented request of the Controller (Client), which shall include, but not be limited to the Terms and Conditions and the personal data processing agreement, and
 - b. ensure that persons authorized to process personal data have committed themselves to confidentiality,
 - c. undertake measures to protect data, as required by the GDPR, and assist the Controller in fulfilling his obligations within this scope,
 - d. comply with the terms and conditions of using the services of another processor – i.e. data processing can be subcontracted to the entities providing services supporting the provision of services by the Service Provider, to which the Client consents as the data controller,
 - e. assists the Client in fulfilling the obligation to respond to requests of data subjects within the scope of exercising their rights set forth in the GDPR,
 - f. remove or return data to the Client as the Data Controller following the conclusion of processing, in accordance with the Data Controller's decision,
 - g. assist the Controller in ensuring compliance with the obligations set forth under Articles 32–36 of the GDPR, taking into account the nature of processing and the information available to them,
 - h. make available to the Client any and all information within the scope of the personal data entrusted, as necessary to demonstrate compliance with his obligations and allow for audits conducted by them or an auditor authorized by them.

6. The Service Provider shall be authorized to further entrustment of personal data. Further entrustment may apply in particular to the entities of the capital group which Trans.eu Group S.A. is a member of and IT support service providers and other subcontractors whose list shall be available each time to the Client (Data Controller) at his request. The Client, as the data controller, hereby consents to further entrustment under the above terms (including item. 5 letter d). The obligation to inform about any intended changes concerning the addition or replacement of other processors shall be performed by the Service Provider in making the above-mentioned list available at the request of the Controller (Client).

IX. Final provisions

1. The Service Provider shall publish the Terms and Conditions on the following website: www.trans.eu/kz/regulations.
2. The Service Provider shall be authorized to introduce unilateral changes into the provisions of these Terms and Conditions. Such changes shall become effective upon the publication of the amended text of the Terms and Conditions on the website indicated under item 1 hereinabove. Change of contact details (including electronic addresses and website addresses) indicated in the Terms and Conditions or obvious clerical errors shall not constitute an amendment of the Terms and Conditions.
3. Matters not stipulated under these Terms and Conditions or in the Order shall be governed by the provisions of the Platform Terms and Conditions and then by the law applicable to the Service Provider. The Service Provider shall especially be entitled to apply sanctions set forth in the Platform Terms and Conditions for both its violation and the violation of these Terms and Conditions
4. Should there be any discrepancies between the provisions of the Terms and Conditions and the provisions of the Order, the provisions of the Order shall take precedence.
5. Any disputes resulting from and/or arising in connection to these Terms and Conditions shall be resolved by the common court competent for the registered seat of the Service Provider.