

# Terms and Conditions for “Direct Offer” and “Preferred Carrier Offer” Services during the Pilot Phase

Effective date: July 25, 2024

## I. General Provisions

### 1. Definitions

**Direct Offer** – service connected to the Trans.eu Platform, available as part of its functionality, the scope of which is specified in item I.2. of Pilot Phase Terms and Conditions and the description of which is specified in point II of these Pilot Phase Terms and Conditions.

**Preferred Carrier Offer** - service connected to the Trans.eu Platform, available as part of its functionality, the scope of which is specified in item I.2. of Pilot Phase Terms and Conditions and the description of which is specified in point III of these Pilot Phase Terms and Conditions.

**Offer** - the Direct Offer and Preferred Carrier Offer.

**Pilot Phase** – period during which the Customer can use the Offer functionality under the Pilot Phase Terms and Conditions.

**Pre-registration** – fulfilment of a request by a Participant to create an Account on the Platform, which is not authorised within the meaning of the Regulations of the Platform, in order to be able to post a freight or offer to a person or business entity of their choice, including those who are not Platform Users.

**Pre-registered User** – person or business entity for whom an Account has been created on the Trans.eu Platform in order to effectively send/post Freight offers on request and on the basis of data sent to the Service Provider by the Platform User.

**Platform** – Service Provider’s B2B web-based platform, available at [www.platform.trans.eu](http://www.platform.trans.eu)

**Pilot Phase Terms and Conditions** – these Terms and Conditions for the “Direct Offer” and “Preferred Carrier Offer” Services during the Pilot Phase.

**Regulations of the Platform** – regulations of the Trans.eu Platform available at <https://www.trans.eu/tr/regulations/>.

**Service Provider** – Service Provider as defined in the Platform Regulations.

**Participant** – User who has been granted access to use the Offer functionality in accordance with the Pilot Phase Terms and Conditions.

**User/Platform User/Customer** – User within the meaning of the Regulations of the Platform.

**Order**- the declaration of will of the Client, which forms the basis and determines the terms and conditions for the provision of access services to the Private Freight Exchange.

2. The Service Provider shall make the Offer functionality available to Participants during the Pilot Phase under the terms and conditions set out in the Pilot Phase Terms and Conditions with respect to the following functionalities:
  - a. Sending Invitations to selected Users or to persons or business entities that are not Users of the Platform.
  - b. Sending Invitations to join a Participant's Private Exchange (service regulated by the Terms and Conditions for the provision of Private Exchange Access Services at <https://www.trans.eu/tr/regulations/>) to selected Users or to persons or business entities that are not Users of the Platform.
  - c. Sending (posting) their offers of Freight to persons or business entities of their choice, including those who are not Users of the Platform.
  - d. Sending invitations to be added to their list of contacts in the Messenger to persons of their choice, including those who are not Users of the Platform.
  - e. Negotiating the terms and conditions of acceptance of Freight via the Messenger with persons or business entities of their choice, including those who are not yet Users of the Platform.
  - f. Sending messages containing the Buy Now option to persons or business entities of their choice, including those who are not yet Users of the Platform.
3. The invitations or messages referred to in item 3 above can be sent via the Platform Messenger, e-mail, SMS.
4. The person who receives the invitations and offers will be provided with a dedicated "For me" tab in the module "Search loads", where all Offers will be available.

## **II. Direct Offer**

1. For technical and organizational reasons attributable to the Service Provider Direct Offer service may be available to certain amount of Clients, who have concluded an agreement for access to the Trans.eu Platform in the Tff ( Trans for Forwarders) Product Line, on the terms and at the time specified in the Platform Regulations
2. The availability of the Direct Offer service is dependent on the technical possibilities of activating it at a given Client and his previous activity shown on the Platform.
3. The Service Provider reserves the option to conclude a written contract by exchanging signed copies.
4. Prices for access to the Direct Offer Service are specified in the Price List. Detailed rules regarding prices, payment and changes to the Price List are set out in the Platform Regulations in Chapter VIII.

5. The sending (publishing) of Freights in the Direct Offer service, is limited to the one Users to whom a Freight can be sent (published).

### **III. Preferred Carrier Offer**

1. The Preferred Carrier Offer Service is only available to Clients who have concluded an agreement for access to the Private Exchange ( Separate Terms and Conditions for Private Exchange Access Services available at <https://www.trans.eu/tr/regulations/>).
2. The conclusion of the Contract for the Preferred Carrier Offer Service is effected by acceptance of the Order in documentary form submitted by the Client. The moment the Contract is concluded is when the Service Provider accepts the Order.
3. Prices for access to the Preferred Carrier Offer service are set out in the Order.
4. Users of the Preferred Carrier Offer, in addition to the functionality listed in Section I.2 , will have the opportunity to send (publish) their offers of Freight to User Groups of their choice, defined at the level of the Trans.eu Platform.
5. The sending (publishing) of Freights in the Preferred Carrier Offer service, is limited to the maximum number of Users to whom a Freight can be sent (published). The maximum number is 15.

### **IV. Terms of Use**

1. In order to fulfil some of the functionalities listed in item I.2 above, the Participant may Pre-register the person or business entity for which the Participant wishes to provide the above functionalities, meaning create a Pre-registered Account, based on the data mentioned in Pt. IV.5 and Pt.IV.6.
2. Upon receiving an invitation or an offer, the Pre-registered User is directed to the Trans.eu Platform or answers to an offer via SMS. In order to use the functionalities of the Trans.eu Platform, including responding to an invitation or offer sent by the Participant, the Pre-registered User must create a password to an account on the Trans.eu Platform and go to the Platform, or respond to an offer sent via SMS.
3. The Pre-registered User may block the SMS channel.
4. Pre-registered User only after logging in has access to the Platform functionalities or can immediately accept a Freight offer via SMS service.
5. Pre-registration for the functionalities listed in item I.2 takes place at the Participant's request, using data, including personal data, provided by the Participant concerning the persons or business entities for which the Participant wishes to provide the functionalities described in the above item.
6. By submitting a Pre-registration request, the Participant thereby certifies that all data relating to persons or business entities that are not Users of the Platform has been obtained by the Participant in accordance with the law and for the purpose of its further use to provide the functionality described in item I.2 .
7. Participants in the Pilot Phase may be Users:

- a. with an active contract on the Trans.eu Platform (Logging in with TransID) in accordance with the provisions of the Regulations of the Platform,
  - b. having an active contract for access to a Private Exchange concluded in accordance with the Terms and Conditions for the provision of Private Exchange Access Services ; and
  - c. to whom, due to the manner of use of the Platform and the extent of use of the products available on the Trans.eu Platform (Logging in with TransID), the functionality of Offers will be made available by the Service Provider during the Pilot Phase or who apply on their own and fulfil the criterion of activity on the Platform and the extent of use of the products on the Trans.eu Platform,
  - d. who have accepted the Pilot Phase Terms and Conditions and fulfil the obligations referred to in item IV.7.
8. The Participant undertakes to actively use the functionalities provided, to report any errors or inaccessibility of the product on an ongoing basis and, in particular, to complete and return to the Service Provider the surveys that will be sent out by the Service Provider no more than once every 2 weeks.
  9. Some of the functionalities listed in item I.2 are made available to the User to a limited extent, also in the Loads2Go application.

## **V. Personal Data**

1. In the processing of personal data entered within the Direct Offer functionality, Trans.eu Group S.A. with its registered office in Wroclaw (Poland), ul. Raclawicka 2-4, 53-146 Wroclaw, Poland acts as:
  - a. Controller of personal data within the meaning of 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), in relation to the personal data of Platform Users/Customers,
  - b. Processor, i.e. the entity to which the Platform User/Customer has entrusted the processing of personal data in accordance with the provisions of items 3 and 4 below, being the Controller of such personal data (Data Controller).
2. With regard to the data referred to in item 1(b) above, Trans.eu Group S.A. and the Controller (Customer/Platform User), upon acceptance of the Terms and Conditions, conclude a Personal Data Processing Entrustment Agreement, whereby the Processor (Trans.eu Group S.A.) accepts the Personal Data entrusted by the Controller for processing. The entrustment involves personal data entered/submitted in accordance with item IV.5 by the Controller using the Offer functionality. The entrustment is for the purpose of performing the Agreement, lasts for the duration of the Agreement and is permanent.

3. The entrustment referred to in item 2 also involves the personal data of potential contractors of the Controller (persons or business entities that are not Users of the Platform) provided to Trans.eu Group S.A. in electronic form in order to fulfil the functionality described in item 1.2 above, i.e. in order to be able to invite and communicate with a person or business entity selected by the Controller that is not a User of the Platform.
4. Where invitations or offers to negotiate are sent by means other than Messenger, Trans.eu Group S.A. shall act as Processor processing personal data on behalf and at the request of the Client/Platform User . The Controller of the personal data remains the Participant sending the message.
5. Trans.eu Group S.A. acting as Processor undertakes to:
  - a. process personal data only on the documented instructions of the Controller, which is, in particular, the Terms and Conditions and the Personal Data Processing Entrustment Agreement,
  - b. ensure that persons authorised to process personal data commit themselves to secrecy,
  - c. adopt the data security measures required by the GDPR and help the Controller meet its obligations in this regard,
  - d. compliance with the terms of use of the services of another processing entity - the so-called sub-entrustment of data processing is permitted to entities providing services supporting the provision of services by Trans.eu Group S.A., to which the Customer consents as the Data Administrator,
  - e. help the Controller meet its obligation to respond to the data subject's requests in exercising their rights under the GDPR,
  - f. erase the data or to return the data to the Controller upon termination of the processing, as decided by the Controller,
  - g. help the Controller to comply with 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 it,
  - h. to make available to the Controller any information with regard to the personal data entrusted to it that is necessary to demonstrate compliance with its obligations and to enable it or an auditor authorised by it to carry out audits.
6. Trans.eu Group S.A. is entitled to further entrust personal data. Further entrustment may concern in particular IT support service providers and other subcontractors, a list of which is available to the Controller on request in each case. The Controller hereby consents to the further entrustment under the conditions set out above. Trans.eu Group S.A. obligation to inform of any intended changes concerning the addition or replacement of other processors is fulfilled by making the above list available to the Controller upon request.

## **VI. Liability of the Service Provider**

1. By participating in the Pilot Phase, the Customer declares that they are aware that they are participating in the Pilot Phase of the services specified above, without being obliged to pay any additional fees for the services.
2. As part of its product liability, the Service Provider shall make every effort to ensure that the functionalities specified in item I.2 . are available and free of defects; however, the Service Provider does not in any way guarantee the uninterrupted and defect-free use of the said functionalities.
3. With regard to the provision of the services covered by these Terms and Conditions, the Service Provider accepts no responsibility for the possible unavailability or incorrectness of the data, as well as for any unauthorised display or loss of data, which the Customer fully accepts.
4. The decision to invite or send a Freight offer to a specific company or person within the Offers functionality lies entirely at the discretion of the Participant. The Service Provider is not responsible for any consequences of actions performed by the Participant with persons or business entities within the activities listed in Section I.2 .
5. The Service Provider shall not be liable for the correctness and legality of the data obtained by the Participant, including personal data of a person or business entity, or for any claims by such persons or business entities relating to the unauthorised acquisition or use of such data for the purpose of providing the functionalities described in these Regulations.
6. The participant declares that he/she has the necessary consents ( bases for legal action meeting the conditions set forth in the Regulations of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in connection with the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC ( EU L 119 of 4.05.2016), the so-called GDPR and/or regulations of the generally applicable law, applicable to the country in which the Service Provider is located obtained from persons to whom invitations will be addressed in the mode of Pre-registration, for the purpose of taking the actions listed in Section I.2. The Service Provider shall not be liable for the consequences of failure to comply with the obligations by the Participant mentioned in the preceding sentence.

## **VII. Final Provisions**

1. These Terms and Conditions shall apply from the date of posting on the website indicated in item 2 below until 31/12/2024. The Service Provider is entitled to unilaterally extend or shorten the term of validity of the Terms and Conditions by posting an appropriate notice on the website.
2. Terms and Conditions available at <https://www.trans.eu/tr/regulations/>.
3. The Service Provider reserves the right to unilaterally amend the provisions of these Terms and Conditions. Amendments shall enter into force as soon as they have been sent to the Participant and he/she have had a chance to make

himself/herself acquainted with the change. Any changes to the contact details (including e-mail and website addresses) indicated in the Terms and Conditions or obvious typing errors shall not constitute an amendment to the Terms and Conditions.

4. Matters not covered by these Terms and Conditions shall be governed by the Regulations of the Platform, and then by the law applicable to the Service Provider. In particular, the Service Provider shall be entitled to apply the sanctions set out in the Regulations of the Platform both for breach thereof and for breach of these Terms and Conditions.
5. Data is provided voluntarily and all rules for the processing of personal data are set out in the Privacy Policy available at <https://www.trans.eu/tr/gizlilik-politikasi/>.
6. Any disputes arising out of or in connection with these Terms and Conditions shall be resolved by the common court of competent jurisdiction according to the Service Provider's registered office.