

## TERMS AND CONDITIONS OF THE INTERNET PORTAL

e-containers.eu

The online services available at the above addresses are operated by **RR Media Sp. z o.o.**, located in Gdynia, Poland, at Janka Wiśniewskiego St. 31, Suite 328, registered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court in Gdańsk, 8th Commercial Division of the National Court Register, under KRS number: 298676, VAT ID (NIP): 9581581485, REGON: 220559694, referred to as the "Service Provider." The Service Provider has designated an electronic contact point for direct communication with member state authorities, the Commission, the Digital Services Council: bok@e-containers.eu. This same contact point may be used by any User for direct and rapid communication with the Service Provider. Users may also contact the Service Provider by mail at the above address, via the contact form on the website, or by phone at +48 603 244 040 (Portal hours: 8 am - 4 pm on business days, with charges as per the User's service provider's tariff plan). Communication may be conducted in Polish or English.

### § 1 GENERAL PROVISIONS

1) Definitions:

**TERMS AND CONDITIONS** – this document.

**PORTAL** – the online portal owned and managed by the Service Provider, accessible at the following internet addresses: *contenerowy.pl*, *e-containers.eu*, *econtainers.ru*, *e-containers.de*, *e-containers.pl*, *4containers.eu*, *4containers.ru*, *4containers.pl*, *4containers.de*, and other addresses specified by the Service Provider as needed.

**USER** – an individual, legal entity, or organization without legal personality, conducting business activity, registered, and authorized to use the Portal.

**ACCOUNT** – an account created for the User on the Portal, enabling them to use the Portal's services.

**AGREEMENT** – the contract between Portal Users facilitated through the Portal, pertaining to the services they provide.

**COLLECTION ORDER** – information provided by the User regarding their debtor, enabling the Service Provider to initiate debt collection activities against the debtor.

**SUBSCRIPTION** – the fee specified in the Price List for using the Portal and specific services as outlined in the Terms and Conditions. The Subscription fee may be modified based on individual arrangements between the User and the Service Provider, which shall take precedence over these Terms and Conditions.

**PROMOTIONS** – discounts, rebates, or other benefits offered by the Service Provider, with terms announced on the appropriate Portal tab.

**INVOICE** – an accounting document issued by the Service Provider, provided to the User in either paper or electronic form, in accordance with Article 106e of the Act of March 11, 2004, on Goods and Services Tax. As part of the service, the Service Provider may also issue pro-forma invoices.

**ACCOUNT AGREEMENT** – an agreement between the Service Provider and the User, granting the User access to the Portal.

**PRICE LIST** – the Service Provider's pricing for services, attached to these Terms and Conditions.

**DATABASES** – collections of information available on the Portal, particularly those containing User data and details of offered terms and collaboration policies.

**LICENSE** – the right granted to the User to use the Portal and its functionalities.

- 2) The purpose of the Portal is to allow the User to utilize it for establishing business contacts among enterprises within the general fields of transport, logistics, and freight forwarding, and for the Service Provider to perform out-of-court collection of undisputed and due receivables on behalf of the User against their debtor.
- 3) The Service Provider declares that, within the framework of the Portal, it provides a range of services for Users as described in these Terms and Conditions. The User declares that they are an entrepreneur engaged in business activity and wishes to utilize the Portal and services provided through it by the Service Provider.
- 4) These Terms and Conditions, and the provisions contained herein, supersede any previously signed agreements between clients who executed written contracts amended by an addendum.
- 5) Each User utilizing the Portal's services is required to familiarize themselves with the contents of these Terms and Conditions, which constitute a contractual relationship. The User's registration and completion of their User Account data is equivalent to an agreement between the User and the Service Provider, specifying services provided by the Service Provider within the Portal under the conditions outlined in these Terms and Conditions.
- 6) By registering on the Portal, the User consents to receive system notifications and messages from the Service Provider via electronic communication.
- 7) **The Service Provider is not a party to any transactions conducted through the Portal. The Service Provider provides web pages, server space, and IT solutions that enable Users to familiarize themselves with commercial information and to conclude agreements among themselves. Agreements are made directly between Users, who are strictly professional entities (B2B) and utilize the Portal within their business activities. The Service Provider does not provide transport services but solely provides a platform connecting Users offering such services.**

## **§ 2 Technical Requirements Necessary to Use the Portal's Services:**

1. Technical Requirements:
  - Internet connection,
  - Properly configured browser (Samsung Internet version 10 or newer, Microsoft Edge version 17 or newer, Mozilla Firefox version 70 or newer, Opera version 60 or newer, Google Chrome version 70 or newer, or iOS Safari version 12; all of the above with JavaScript and Cookies enabled),
  - A current, active, and properly configured email account,
  - A monitor with a resolution of at least 360×640 px for mobile phones, 768×1024 px for tablets, and 1366×768 px for computers,
  - Software to read PDF files.
2. If a User utilizes equipment or software that does not meet the technical requirements specified above, the Portal does not guarantee the Portal's proper functioning and warns that it may negatively impact the quality and process of placing orders for User services.

3. The User agrees to use the Portal in accordance with its intended purpose and applicable laws.
4. The Portal may only publish advertisements related to goods and services permissible under Polish law.
5. The Portal does not use automated decision-making in its operations. However, the Portal may use profiling for direct marketing purposes, though decisions made based on profiling by the Service Provider do not pertain to contract conclusion or refusal or the ability to use electronic services. Profiling may result, for example, in offering a discount or better terms than the standard offer. Despite profiling, the User decides freely whether to take advantage of such discounts or better conditions.
6. The Client may subscribe to the Portal's newsletter, which provides periodic information on the Portal's products and services. To subscribe to the newsletter, the User enters their email address in the newsletter form on the Portal's website, simultaneously confirming consent to the processing of their personal data for this purpose and to receive promotional content at the provided email. Users may unsubscribe from the newsletter at any time by sending a withdrawal statement to the Service Provider via email at – [biuro@e-containers.eu](mailto:biuro@e-containers.eu) or by selecting the unsubscribe link in the email message sent with the newsletter.

### **§ 3 REGISTRATION**

1. Registration on the Portal is free but required to use its services. The Portal does not provide for the posting of service offers or their acquisition without registration.
2. Only individuals, legal entities, or organizational units without legal personality that conduct business activities may be Users of the Portal.
3. Registration on the Portal is based on a correctly filled registration form. In the form, the Client begins by selecting the subscription type they wish to use on the Portal, followed by providing the company's business profile (transportation, forwarding, transportation-forwarding), VAT ID, company name, the number of vehicles, and the business address. In the second step, the Client provides the details of the person responsible for the registered account. This designated account administrator has access to profile administrator functions and can add or remove separate employee access within the User Account. The contact details of the person designated as the account administrator must be kept up-to-date in the Portal, particularly the employee's name, email address, and contact phone number.
4. Adding additional employees is separately chargeable according to the Service Provider's fee schedule at the time. Employee access is activated immediately upon receipt of payment. Until that time, it remains invisible on the Portal.
5. Each time a new employee is added to the User Account and their access is activated, the User is required to add the employee's contact details, including the employee's name, email address, and contact phone number, to the Portal.
6. If employees are added to the account, the User with profile administrator rights is responsible for all actions taken by employees within the User Account.
7. Once completed, the User gains access to submit documents for verification by the Service Provider. After successful verification, the Service Provider enables full access to the Portal's functions.

8. Documents the User is required to submit on the Portal to enable verification by the Service Provider include:
  - Scans of a current certificate of entry in the business register or an updated excerpt from the National Court Register (KRS),
  - Scans confirming tax registration for VAT and excise tax and the decision assigning an identification number or confirmation of registration as a VAT taxpayer,
  - For road carriers – scans of the carrier's liability insurance policy and license for road transport,
  - For forwarders – scans of the forwarder's liability insurance policy and license for road transport in the area of brokerage for goods transport.
9. Additionally, to verify eligibility for individual subscription types, the Service Provider may require the User to provide access to the following documents:
  - For Basic and Pro Transportation Subscription:
    - Transport license,
    - Carrier's liability insurance policy,
    - Documents confirming registration in appropriate registers.
  - For Basic and Pro Forwarding Subscription:
    - Forwarding license,
    - Documents confirming registration in appropriate registers,
    - Forwarder's liability insurance policy (optional).
  - For Basic and Basic Transport-Forwarding Subscription:
    - Transport license,
    - Carrier's liability insurance policy,
    - Documents confirming registration in appropriate registers,
    - Forwarder's liability insurance policy (optional),
    - Forwarding license (optional).
10. The documents submitted by the User to the Service Provider must be current, and for new Users, they must have a validity period of at least one year for the forwarding and transport license. The Service Provider may, as an exception, grant Portal access to Users holding documents with a shorter validity period.
11. If the User fails to submit the above documents to allow verification by the Service Provider, the Service Provider will delete the unverified User Account from the Portal after two months from the time given for their submission. The account will be deleted with email notification to the User.
12. Further verification of the Account by the Service Provider will be based on the documents submitted by the User, their content and authenticity, references, and

payment history, especially regarding Users previously cooperating with the Service Provider.

13. The Service Provider may deny Portal access if justified by the legitimate interest of the Service Provider or other Users, particularly if:
  - Users or entities affiliated with them engage in activities contrary to applicable laws, the Terms, or good practices, including conducting or promoting competing activities against the Portal;
  - The User is in arrears with payments to other businesses;
  - The User has provided incomplete, false, or misleading information,
  - The User has conducted business for less than one year,
  - Information is received about ongoing bankruptcy, restructuring, or liquidation proceedings for the User,
  - The User has suspended or ceased business operations;
  - There has been a change of shareholders or partners in the User's capital structure exceeding 50% within the last two years before concluding the Agreement.
14. In cases of justified doubts, the Service Provider may condition Portal access on presenting original or certified copies of the above-mentioned documents or other documents verifying the User's identification details.
15. The registration process and access to the document submission function on the Portal are free. Without purchasing a subscription, the User will only be able to submit verification documents and make basic edits to their Account.
16. The User's identifying information and submitted scans of documents mentioned above will be visible and accessible to other Portal Users, to which the User consents.
17. Upon registration, the User consents to the Portal displaying and processing their personal data and image as outlined in the Terms below.
18. The User can access and modify identifying information and documents and must promptly update their identifying information and documents after each change, no later than within two business days.
19. If the User wishes to change the subscription for Portal use, they must send a relevant electronic message to the Service Provider via the contact form available in the User account functions upon logging in.
20. The User may not delete their identifying information or documents from the Portal without prior written consent from the Service Provider, except as exercised under rights provided by GDPR as indicated in the Terms.
21. Full access to the Portal's functions is granted to the User after making the first payment under their selected subscription. Failure to make the first payment on time (based on the issued VAT invoice) grants the Portal the right to immediately terminate the User Account agreement and to seek the gross amount of the invoice or pro forma invoice as a contractual penalty due to the failure to activate the Account due to the User's fault.

22. To delete the User Account from the Portal (terminate the agreement), the User must send an electronic message with a request to delete the account via the contact form available in the User account functions upon logging in. Termination will take effect at the end of the notice period (3 months, effective at the end of the month).

#### **§ 4 CONTENT SECURITY**

1. Users are prohibited from providing any content that is unlawful or otherwise violates the Terms of Service. Such content includes, but is not limited to, content that:
  - is unrelated to the Portal's theme — comments should relate to content presented on the Portal, i.e., issues related to offered services and their applications;
  - concerns technical issues related to the Portal's operation — such issues should be reported electronically by Users directly to the Portal;
  - contains links to other websites or files;
  - serves the purpose of unauthorized advertising, promotional, or marketing activities, particularly through posting ads, sales, and promoting products, services, projects, or fundraisers;
  - is used to conduct activities prohibited by law, such as attempts to defraud or extract funds from other Users;
  - incites violence against any living beings, including animals, or condones such violence;
  - promotes fascist or other totalitarian regimes;
  - encourages hatred or dangerous behavior or condones such acts;
  - defames, insults, or in any way infringes upon the rights of third parties;
  - contains vulgar language or other offensive content;
  - in any way violates the rights of third parties;
  - in any way infringes upon copyright;
  - promotes third-party affiliate programs;
  - contains pornographic content;
  - violates the current legal order or accepted social norms in any other way.
2. In case of a violation of the above guidelines, the Service Provider reserves the right to moderate and remove such content without notifying the person who posted it. Posting any of the above-mentioned content on the Portal will result in consequences as outlined in these Terms, including the possible removal of the User's account or disabling access to the Portal.
3. If a User considers certain content on the Portal illegal or in violation of the Terms of Service, they may submit a report to the Service Provider. Such a report should be submitted electronically and must specify the content in question, reasons for its

removal, and identifying information about the reporter. Anonymous reports will not be considered.

4. Reports will be reviewed within 14 days of receipt. The reporter will receive confirmation of the report's submission. The Service Provider will inform the User of the decision electronically or in writing.
5. The Service Provider's decision may involve either removing the content or leaving it on the Portal.
6. Parties may appeal the Service Provider's decision within 14 days of receiving it, providing a justification. The decision regarding the appeal is final.

## **§ 5 TERMS OF USE OF THE PORTAL**

1. A listing posted on the Portal is solely information about the possibility of providing a service by the advertising User and does not constitute an offer within the meaning of Article 66 of the Civil Code. A listing on the Portal is solely a declaration of the User's willingness to provide a specific service and serves as an invitation to negotiate detailed terms of the transaction. Each User can independently decide to establish contractual relationships with other Portal users and is not bound, in particular, by the order of submitting or accepting final offers.
2. Users may post offers on the Portal and have access to offers posted by other Users.
3. Offers posted on the Portal will be public and accessible to other Users of the Portal, to which the User hereby consents.
4. After completing a transaction, the parties to the transaction may leave mutual feedback, which will be displayed on the Portal.
5. In the "Promotions" section, the Service Provider may offer Users preferential terms for providing services. These terms may also be offered in individual agreements with specific Users.
6. For technical reasons, accessing the Portal using any software other than internet browsers is prohibited. This restriction particularly applies to so-called bots, as well as other tools that simulate, replace, or supplement the website interface. Additionally, the use of scripts or fully or partially automated programs that give the User an advantage over other Users of the Portal is prohibited. This includes fully or partially automated programs enabling self-refresh (auto-refresh) and other additional mechanisms that are not natively integrated with internet browsers.
7. When a User selects an offer listed on the Portal, the User posting it assumes full responsibility for fulfilling the resulting contract and is the sole party to that contract. This includes, in particular, responsibility for:
  - a) compliance of the offer with legal requirements (including informing the contracting party), accuracy, and truthfulness of product parameters, requested price, availability, and consistency of images posted on the Portal with reality;
  - b) possession of all necessary documents, instructions, and certificates required by law;
  - c) timely and contract-compliant fulfillment.
8. Users are not allowed to use other Users' accounts or transfer their account to third parties. This includes prohibiting employee access sharing with other employees or



collaborators (particularly to avoid additional fees), for which the User assumes responsibility.

9. Each individual within a User's organization who wishes to access the Portal must have individually paid access. The User is responsible for safeguarding such access, including responsibility for any violations by third parties (including employees) to whom access credentials were disclosed or who disclosed them. Violating this rule may result in contract termination by the Service Provider, User suspension, or other consequences specified in the Terms of Service.
10. The User may not disclose third-party data, use it for purposes other than contacting potential contractors, or use it unlawfully. It is prohibited to collect data from the Portal to provide services that compete with those offered by the Service Provider or to make it available to competing entities.
11. In case of unauthorized sharing of Portal access, the Service Provider reserves the right to impose a penalty of PLN 10,000 on the User and pursue any other consequences specified in these Terms of Service, including seeking damages exceeding the penalty on general legal principles.
12. It is prohibited to collect data from the Portal for providing services that compete with those offered by the Service Provider or for sharing it with competing entities.

## **§ 6 DEBT COLLECTION SERVICES**

1. The Service Provider informs that, as part of the services provided on the Portal, there is an option for Users to assign the Service Provider to collect debts owed by their debtors for uncontested and due claims at the pre-litigation stage.
2. To use this service, Users must notify the Service Provider of their intention through the Portal's functionality and submit all necessary documentation evidencing the existence of the debt, its due status, and the identity of the debtor.
3. The exact terms for debt collection services provided by the Service Provider are described in the appendix to these Terms of Service, titled "Debt Collection Terms." The provisions in the appendix constitute an integral part of these Terms of Service.
4. Additionally, at the User's request, the Service Provider may connect them with businesses specializing in debt collection that are in collaboration with the Service Provider.

## **§ 7 SERVICE PROVIDER'S LIABILITY**

1. The Service Provider is not a party to any commercial relationships established by the Portal's Users. In particular, the Service Provider does not mediate the establishment of commercial relationships between Users on the Portal; it merely provides its website to enable Users to establish business contacts.
2. The Service Provider neither supervises nor oversees transactions concluded by Users on the Portal. In particular, the Service Provider does not verify nor bear responsibility for the content and truthfulness of offers, Users' conduct, honesty, or adherence to contracts and other commitments by the Users.



3. The Service Provider does not mediate the establishment of commercial relationships between Users on the Portal. In particular, it does not act as a representative or agent of any User nor as an agent within the meaning of the Civil Code.
4. The Service Provider is not responsible for the goods and services offered by Users on the Portal, particularly regarding their quality, safety, legality, truthfulness, or accuracy of descriptions.
5. The Service Provider does not verify information provided by Users or documents uploaded by them to the Portal, including their authenticity or completeness.
6. The Service Provider is not obligated nor technically capable of verifying whether a User conducts business in compliance with applicable laws, including whether they hold relevant permits or licenses. The Service Provider shall not be held liable for damages incurred by Users due to deficiencies on the part of other Users in this regard.
7. The Service Provider is not responsible for the content of comments. However, in justified cases, it may remove comments from the Portal.
8. The Service Provider shall not be liable for Portal malfunctions due to reasons beyond its control. The Service Provider is particularly not liable for temporary unavailability or restriction of access to the Portal and services or the loss of some or all of Users' data stored on the Portal or the Service Provider's servers.
9. The Service Provider will make every effort to ensure that the Portal and services operate continuously without interruptions. It will endeavor to resolve any possible issues with the Portal and services as quickly as possible and is authorized to schedule necessary maintenance breaks.
10. The Service Provider reserves the right to publish information on the Portal about Users who persistently violate the Terms or engage in actions contrary to the Terms, applicable laws, good practices, or the purpose and nature of the Portal. By agreeing to these Terms, the User consents to the processing of their personal data for this purpose.
11. In any case, the Service Provider is liable for damages caused to the User only in cases of willful misconduct.
12. The Service Provider is not responsible for the unlawful use of others' intellectual property by Users, including, in particular, trademark rights violations or Users' infringements of copyrights or other rights of Users or third parties.

## **§ 8 USER RESPONSIBILITY**

1. Users bear full responsibility for any misuse of the Portal and for failing to comply with these Terms of Service.
2. Any actions that may hinder or destabilize the functioning of the Portal are prohibited. If the Service Provider determines that a User is engaging in such actions, the Service Provider will immediately suspend or delete the User's account. In such cases, the Service Provider will also take all legal steps necessary to remedy any incurred damages.

3. The User bears full financial liability for damages caused to the Service Provider resulting from the unauthorized or non-compliant use of the Service Provider's company name or trademarks in breach of these Terms.
4. Users are required to issue billing documents only to entities that post offers. It is prohibited to issue billing documents to entities that are not parties to an offer on the Portal, especially entities that do not hold User status on the Portal.

## **§ 9 PRICING AND FEES**

1. The User is required to pay a Subscription Fee for using the Portal under the conditions specified in these Terms of Service and the Price List included in the "Price List" appendix to these Terms.
2. The amount of the Subscription Fee, payment terms, and promotions offered on the Portal may be modified based on individual agreements between the Service Provider and the User.
3. The Subscription Fee amount and its various types are specified in the Price List. The User selects a Subscription option upon logging into the Portal.
4. If a User pays the Subscription Fee in advance on preferential terms, the User will be entitled to use the Portal for a longer period than the standard term specified in the Price List (e.g., a Subscription paid for six months in advance allows the User to use the Portal for seven months). The terms for paying and using preferential Subscriptions are outlined in the Price List. If a Subscription with preferential terms is purchased, the prepaid Subscription Fee is non-refundable should the contractual relationship terminate early.
5. Users may change their Subscription type no earlier than three months after selecting the current Subscription. Changing the Subscription requires verification by the Service Provider to confirm that the requirements for each Subscription type are met.
6. The Price List valid during a given billing period is the one accepted by the User upon signing the Agreement. Archived Price Lists are available from the Service Provider.
7. The User is required to pay the Subscription Fee in advance by the 15th of each month based on a VAT invoice issued by the Service Provider to the bank account indicated on the invoice.
8. VAT will be added to the Subscription Fee at the prevailing rate at the time the invoice is issued. The payment date is considered the date the Service Provider's account is credited.
9. The User consents to the issuance and electronic transmission of invoices by the Service Provider via email and to their storage and provision to tax or customs authorities in compliance with Article 106e of the Value-Added Tax Act of March 11, 2004. Invoices will be sent to the email address provided by the User during registration, and the User agrees to notify the Service Provider of any change to this address.
10. The Service Provider reserves the right to modify the Price List. Registered Users will be notified of Price List changes by email, with the option to terminate the Agreement within 30 days of notification. Price List changes will take effect with the new billing period after the notice period has expired.

## **§ 10 USER ACCOUNT BLOCKING**

1. The User Account Agreement is concluded for an indefinite period, effective upon successive Subscription Fee payments and account maintenance.
2. Each party may terminate this Agreement with a three-month notice period, effective at the end of the calendar month.
3. The Service Provider may immediately block the User's account and terminate the Agreement with immediate effect, without entitlement to any compensation or refund of any prepaid or due Subscription Fee, under the conditions and in cases specified in these Terms.
4. Account blocking and termination of the Agreement may occur according to the terms set forth in these Terms of Service.
5. The Service Provider may immediately block a User's account and terminate the Agreement for Portal use without entitlement to any compensation in the following cases:
  - a) the User delays Subscription Fee payment by more than seven (7) days;
  - b) documents submitted by the User for verification and Portal access have expired (particularly license or insurance policy documents);
  - c) the User provides false information or submits unauthentic or altered documents as mentioned above on the Portal;
  - d) the User posts an offer on the Portal regarding goods or services whose trade is prohibited;
  - e) the User violates the Terms of Service or applicable laws;
  - f) the User misleads other Portal Users or violates their interests;
  - g) in other cases, where the User's actions infringe upon the interests of the Service Provider, disrupt the Portal's functioning, undermine trust, or damage the reputation of the Portal or the Service Provider, or if the Service Provider deems it justified for other valid reasons.
6. The User's account blocking occurs through a technical action, i.e., preventing the User from accessing the Portal with their assigned login and password.
7. Blocking the account does not relieve the User from the obligation to pay the Subscription Fee.
8. During any period for which the User has not paid the Subscription Fee on time, the Service Provider may restrict access to the Services.

## **§ 11 INTELLECTUAL PROPERTY**

1. All copyrights, trademarks, and other intellectual property rights related to or associated with the Portal are owned by the Service Provider and are legally protected.
2. The Terms of Service and all content on the Portal, including photos and descriptions, are subject to copyright protection under the Act of February 4, 1994, on Copyright and Related Rights and are legally protected. Any copying, reproduction, distribution, or

modification, in whole or in part, by any methods, devices, or techniques, without written consent from the Portal, is prohibited.

3. Use of the Portal under the Terms of Service and account agreement does not confer any intellectual property rights of the Portal or its elements to the User.
4. Specifically prohibited actions include copying, modifying, and transmitting the Portal or any part of it electronically or by other means without prior written consent from the Service Provider; using the Portal in ways inconsistent with the Terms of Service, account agreement, or applicable law; destroying, damaging, deleting, or altering the Portal's digital, textual, or graphic data; and disrupting its operation in any other way; downloading the Portal's content, especially databases, and using them secondarily in whole or part without prior written consent from the Service Provider.
5. The User consents to the use of their intellectual and industrial property rights, including trade names and trademarks, to use the Portal and for the Service Provider's promotional and marketing purposes.
6. In case of any violation of these provisions by the User, in addition to other rights outlined in the Terms, the Service Provider is entitled to impose a contractual penalty of 50,000.00 PLN (fifty thousand PLN) for each identified breach of these provisions. This does not exclude the possibility of claiming compensation exceeding the reserved penalty.

## **§ 12 COMPLAINTS**

1. Any complaints regarding the operation of the Portal may be submitted by the User in writing to the address of the Service Provider indicated at the beginning of the Terms of Service or via email to [bok@e-containers.eu](mailto:bok@e-containers.eu).
2. To submit a complaint, the User must inform the Portal of the identified issues, document them to verify the claims, and potentially facilitate their resolution by the Service Provider, who will inform the complainant within 30 days of the complaint submission. The complaint should also include the User's full name or business name, and residential or business address; a detailed description of the complaint; and the circumstances justifying the complaint.
3. If the complaint does not meet the specified conditions, the Service Provider will notify the User to supplement it, setting a period of no less than 7 days and specifying the scope of the supplement, with an instruction that failing to complete the complaint within the set period will result in it not being considered. After the specified period expires, the complaint will not be addressed.
4. The Service Provider reserves the right to extend the 30-day response period if gathering additional information is required, and will promptly inform the User of this.
5. The Service Provider will respond to the complaint in writing to the User's registered address or electronically to the email address provided by the User.
6. The User is fully responsible for the contents of the complaint

## **§ 13 DATA PROTECTION**

- 1 Provisions regarding the protection of Users' personal data and their processing by the Service Provider are included in the Privacy and Cookies Policy posted on the Portal's website.

#### **§ 14 FINAL PROVISIONS**

- 1 The governing law is Polish law. Any disputes arising from or related to these Terms will be resolved by the common court with jurisdiction over the Service Provider's registered office. This Terms of Service is subject to and will be interpreted in accordance with Polish law.
- 2 The Service Provider reserves the right to amend these Terms.
- 3 Information on planned changes to the Terms will be sent at least 30 days before the changes take effect to the User's email address associated with their Account.
- 4 If the User does not object to the planned changes before they take effect, it is assumed they accept them.
- 5 If the User does not accept the planned changes, they should send notification to [biuro@e-containers.eu](mailto:biuro@e-containers.eu), resulting in the immediate termination of the service agreement within the Portal, including the account management service.

#### **ATTACHMENT TO THE TERMS OF SERVICE**

##### **“PRICE LIST”**

SUBSCRIPTION AND ADD-ONS	NET MONTHLY FEE	OPTIONS, PERMISSIONS
Transport Basic	100 EUR	- 1 active position - publication of offers in the exchanges: FREE VEHICLES, POST-IMPORT CONTAINERS - reservation of offers in the IMPORT and EXPORT exchanges
Transport Pro	130,00 EUR	- 4 active positions - publication of offers in the exchanges: FREE VEHICLES, POST-IMPORT CONTAINERS - reservation of offers in the IMPORT and EXPORT exchanges
Forwarding Basic	160,00 EUR	- 1 active position - publication of offers in the exchanges: IMPORT & EXPORT - reservations of offers in exchanges FREE VEHICLES, POST-IMPORT CONTAINERS
Forwarding Pro	195,00 EUR	- 7 active positions - publication of offers in the exchanges: IMPORT & EXPORT - reservations of offers in exchanges FREE VEHICLES, POST-IMPORT CONTAINERS
Transport and Shipping Basic	185,00 EUR	- 1 active position - publication of offers in all exchanges - reservation of offers in all exchanges
Transport and Shipping Pro	220,00 EUR	- 7 active positions - publication of offers in all exchanges - reservation of offers in all exchanges

Additional user account	20,00 EUR	indicate the quantity in numbers
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**ATTACHMENT TO THE TERMS AND CONDITIONS**  
**"DEBT COLLECTION TERMS"**  
**e-containers.eu**

The Service Provider's remuneration for providing debt collection services ranges from 4% to 10% of the net amount of the recovered claim. The remuneration amount will be increased by VAT at the rate applicable under the laws in force on the date of invoice issuance.

- 1 The commission becomes due to the Service Provider when the debtor settles the obligation, either fully or partially. The remuneration will also be due to the Service Provider if, after the acceptance of the order, the debtor pays the claimed amount as a result of a settlement or another agreement resulting in the satisfaction of the User's claim, including through non-cash consideration. In such a case, the basis for determining the Service Provider's remuneration will be the net market value of that consideration.
- 2 The User does not incur any additional charges related to the debt collection order. In the case of partial payment of the debt, the User is obliged to pay remuneration calculated according to the above principles, based on the amount paid.
- 3 The commission shall be payable to the Service Provider's bank account within 14 days from the date the User receives the VAT invoice. The User agrees to receive invoices electronically.
- 4 Withdrawal of the order by the User must be made in writing or by email. Payments made by the debtor within 2 months from the date of withdrawal of the order will be considered the result of the Service Provider's actions. The User agrees to notify the Service Provider electronically of such payments.
- 5 The User shall grant a standing power of attorney to the Service Provider (or a person indicated by them) to represent the User in amicable proceedings and shall authorize the Service Provider to receive payments from the User's debtors.
- 6 If the Service Provider receives any payments from a debtor, they undertake to inform the User immediately, no later than within 2 business days. Upon receipt of this information, the Service Provider will issue a VAT invoice for the remuneration due. The User acknowledges that the Service Provider may also obtain information regarding the debt repayment directly from the debtor.
- 7 The User is obliged to keep the Service Provider informed of any ongoing negotiations and settlements with the debtor. The Service Provider agrees to update the User on the progress of the order and to maintain the confidentiality of the User's business information.
- 8 During the execution of the order, the User may not make any arrangements with the debtor regarding the repayment of the debt without the knowledge and consent of the Service Provider.
- 9 The Service Provider informs that any transformations, rebranding, or other forms of restructuring of the debtor do not affect the debt collection proceedings conducted by the Service Provider against them. The Service Provider also informs that they will monitor personal and corporate links between entities associated with the debtor and take all necessary actions to enforce the debt collection agreement against the debtor.