

## TERMS AND CONDITIONS OF THE WEBSITE

**kontenerowy.pl, e-containers.eu, econtainers.ru, e-containers.de, e-containers.pl,  
4containers.eu, 4containers.ru, 4containers.pl, 4containers.de**

The websites operating at the above addresses are run by RR Media Sp. z o.o. based in Gdynia, ul. Janka Wiśniewskiego 31 lok. 328, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gdańsk, VIII Economic Department of the National Court Register, under KRS No.: 298676, NIP (Tax Identification Number): 9581581485, REGON (Tax Identification Number): 220559694, referred to as the "Service Provider".

Contact with the Service Provider can be obtained:

- at telephone numbers: +48 603 244 040 (the Portal's working hours are 8 am - 4 pm on working days, the fee is the same as for an ordinary telephone call, according to the tariff package of the service provider used by the User),
- using the e-mail address – [bok@e-containers.eu](mailto:bok@e-containers.eu).

## SECTION 1 GENERAL PROVISIONS

1. The following meaning for the words is established:
  - a. TERMS AND CONDITIONS - these terms and conditions.
  - b. PORTAL - an Internet portal owned and managed by the Service Provider, available at the following Internet addresses: kontenerowy.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 on an ongoing basis.
  - c. USER - a natural person, legal person or organizational unit without legal personality, conducting business, registered and authorized to use the Portal.
  - d. ACCOUNT - an account created for the User on the Portal, through which the User may use the Portal services.
  - e. AGREEMENT - an agreement concluded between the Users of the Portal by means of the Portal and concerning the services they provide.
  - f. DEBT COLLECTION ORDER - the scope of information provided by the User concerning his debtor, enabling the Service Provider to carry out the debt collection from his debtor.
  - g. SUBSCRIPTION - the fee set in the Price List for the use of the Portal and provision of the Services specified in the Terms and Conditions. The amount of the Subscription may be changed based on individual arrangements with the Service Provider by the User, which take precedence over the Terms and Conditions.
  - h. PROMOTIONS - discounts, rebates or other conveniences offered by the Service Provider, the terms of which will be announced each time in the appropriate tab of the Portal.
  - i. INVOICE - an accounting document issued by the Service Provider, which may be issued to the User either in paper form or in electronic form in accordance with Article 106e of the Law of 11 March 2004 on Value Added Tax. As part of the provision of Services, the Service Provider may also issue pro-forma invoices.

- j. ACCOUNT AGREEMENT - an agreement concluded by the Service Provider with the User, by virtue of which the User obtains access to the Portal.
  - k. PRICE LIST - the price list of services specified by the Service Provider, constituting an appendix to the Terms and Conditions.
  - l. DATABASES - collections of information available within the Portal, in particular, containing Users' data and offered terms and conditions of cooperation.
2. The subject of the Portal's activity is to enable the User to use it in order to establish business contacts of entrepreneurs in the field of broadly understood transport, carriage and forwarding of goods, as well as out-of-court recovery by the Service Provider on behalf of the User of undisputed and due receivables of the User against his debtor.
  3. The Service Provider declares that within the framework of the Portal it provides a number of services to the Users specified in the Terms and Conditions described below. The User declares that he is a self-employed entrepreneur and that he wishes to use the Portal and the services offered through it by the Service Provider.
  4. These Terms and Conditions and the provisions contained herein supersede agreements with clients who have previously concluded them in writing and amended them with an addendum.
  5. Each User using the services of the Portal is obliged to familiarize himself with the content of these Terms and Conditions, which creates a contractual relationship.
  6. Registration and completion of data in the User's Account by the User is tantamount to the conclusion of an agreement between the User and the Service Provider, the subject of which are the services provided by the Service Provider under the Portal, under the conditions specified in the Terms and Conditions.
  7. The User agrees to receive by means of communication system information and messages from the Service Provider after registration on the Portal.
  8. At no stage is the Service Provider a party to transactions concluded through the Portal. The Service Provider provides websites, server space and IT solutions that allow the Users to read commercial information and conclude agreements between them. Agreements are concluded directly between the Users. The Users are professional entities (B2B) only and use the Portal as part of their business activities. The Service Provider does not provide shipping services, but only provides a platform to connect Users who provide such services.

## **SECTION 2 TECHNICAL CONDITIONS FOR PLACING ORDERS**

1. Technical requirements necessary to use the services of the Portal:
  - a) Internet connection,
  - b) a properly configured browser,
  - c) a current, active and correctly configured e-mail account,
  - d) cookies and Java Script enabled
  - e) a program to read PDF files.
2. In the event that the User uses hardware or software that does not meet the technical requirements specified above, the Portal does not guarantee the correct functioning of the Portal

and stipulates that this may adversely affect the quality and progress of the ordering procedure for Users' services.

3. The User warrants that he will use the Portal in accordance with its purpose and applicable law.
4. Only announcements concerning goods and services which are allowed to be traded under the provisions of Polish law may be placed on the Portal.
5. It is prohibited for the Client to provide content of an unlawful nature, including, in particular, in advertisements or in public communication with other Users.
6. The Client may subscribe to the Portal's newsletter, i.e. periodic dispatch of information about the Portal's products and services. In order to subscribe to the newsletter, the User enters his e-mail address in the newsletter form located on the website of the Portal, at the same time confirming consent to the processing of his personal data for this purpose and directing promotional content to the provided e-mail. The newsletter can be unsubscribed from at any time, and for this purpose the User is asked to submit an unsubscribe statement by e-mailing the Service Provider: - [biuro@e-containers.eu](mailto:biuro@e-containers.eu) or by selecting the opt-out link in the email delivered with the newsletter.

### **SECTION 3 REGISTRATION**

1. Registration on the Portal is free of charge, but mandatory in order to use its services. The Portal does not provide for the possibility of posting offers to provide or purchase services without registration.
2. The Users of the Portal may be only natural persons, legal persons or organizational units without legal personality, conducting business activity.
3. Registration on the Portal takes place on the basis of a properly completed registration form. As part of the form, the Client begins by selecting the type of subscription under which he wants to use the Portal, then provides the company's business profile (transportation, shipping, transport and forwarding), Tax Identification Number, company name, number of vehicles and business address. In step two, the Client provides the details of the person responsible for the registered account. Such designated account manager has access to the profile administrator functions and can add or remove separate employee accesses within the User Account. The contact information of the person designated as the account manager must be kept up-to-date in the Portal, i.e., in particular, the employee's name, e-mail address and contact telephone number.
4. Adding more employees is separately payable in accordance with the Service Provider's fee rate in effect at the time. The employee's access is activated immediately after the payment is credited. Until then, he remains invisible in the Portal.
5. Each time a new employee is added to the User's Account and his access is activated, the User is obliged to add the contact information of this employee to the Portal, i.e. in particular the employee's name, e-mail address and contact telephone number.
6. When employees are added to the account, the User who has the rights of a profile administrator is responsible for all actions made by the employees of the User Account.
7. Once completed, the User gains access to the possibility of uploading documents for verification of the entity by the Service Provider. After successful verification, the Service Provider allows the User to access the entire functionality of the Portal.

8. The documents that the User is required to upload to the Portal to allow the Service Provider to verify him are:
  - a) Scans of a current certificate of registration in the Business Activity Register or a current extract from the National Court Register (KRS),
  - b) Scans of the confirmation of registration of the taxpayer on goods and services and excise tax and the decision on assigning an identification number or confirmation of registration of the entity as a VAT taxpayer,
  - c) in the case of road carriers - scans of a policy of third-party liability insurance for road carriers and a permit to perform road transport,
  - d) in the case of freight forwarders - scans of a policy of third-party liability insurance of the freight forwarder and a permit to perform road transport in the field of intermediation in the carriage of goods.
9. If the User fails to submit the above documents to enable the Service Provider to verify the User, the Service Provider will remove the User's unverified Account from the Portal after 2 months from the time for their submission. The deletion of the Account will take place upon e-mail notification to the User.
10. Further verification of the Account by the Service Provider will be based on the User's submission of the documents requested by the Service Provider, their content and veracity, references, and payment history, especially with respect to the Users previously cooperating with the Service Provider.
11. The Service Provider may refuse to allow access to the Portal if it is justified by the legitimate interests of the Service Provider or other Users, and in particular in the case of:
  - a) conducting by Users or entities with capital or personal links to them of activities contrary to generally applicable laws, Terms and Conditions, or good morals, including running or advertising activities competitive to the Portal;
  - b) the User's defaulting on payments to other entrepreneurs;
  - c) provision of incomplete, false or misleading information by the User,
  - d) conducting by the User of a business activity for a period not exceeding one year,
  - e) obtaining information about pending bankruptcy, arrangement, reorganization or liquidation proceedings of the User,
  - f) suspension or closure of the User's business activities;
  - g) change in the composition of shareholders in more than 50% of the User's capital share or a change in the composition of the partnership in more than 50% of its composition within 2 years preceding the date of the Agreement.
12. In case of reasonable doubt, the Service Provider may condition the use of the Portal on the presentation in original or certified copies of the documents referred to above or other documents confirming the User's identification data.
13. The registration process itself and access to the possibility of uploading documents to the Portal are free of charge. If the subscription is not purchased, the User will not be able to use the Portal beyond the ability to post verification documents and basic editing of his Account.

14. The data provided to identify the User and the scans of documents posted on the Portal, as referred to in above, will be public and available to other Portal Users, to which the User agrees.
15. The data provided to identify the User and the scans of documents posted on the Portal, as referred to in above, will be public and available to other Portal Users, to which the User agrees.
16. The User is allowed to access and change his identifying data and documents referred to above, and is obliged to update his identifying data and the above documents immediately after any change concerning them, no later than within 2 working days.
17. If the User wishes to change the subscription for the use of the Portal, he is obliged to direct the appropriate electronic message to the Service Provider, using the contact form, available within the functionality of the User's account, after logging in.
18. The User is not allowed to remove his identifying data or documents referred to above from the Portal without the prior written consent of the Service Provider, unless he does so within the framework of his rights provided for by the GDPR and indicated in the further part of the Terms and Conditions.
19. The User is granted full access to the features of the Portal after making the first payment within the subscription of his choice. If the first payment is not made on time (based on the VAT invoice issued), the Portal reserves the right to terminate the agreement on the use of the User's Account with immediate effect and to claim the amount of the gross equivalent of the invoice or pro-forma invoice as a contractual penalty in connection with the failure to activate the Account due to the User's fault.
20. In order to remove the User's Account from the Portal (termination of the agreement), it is necessary to send an e-mail with a request to remove the account using the contact form, available within the functionality of the User's account, after logging in. The termination will take effect at the end of the notice period (3 months effective at the end of the month).

#### **SECTION 4 TERMS OF USE OF THE PORTAL**

1. An announcement placed on the Portal constitutes only information about the possibility of performing a service by the announcing User and does not constitute an offer within the meaning of Article 66 of the Civil Code. An announcement posted on the Portal constitutes only a statement of the User's desire to perform a given service and constitutes an invitation to negotiate the detailed terms of the transaction. Each User may independently make decisions regarding the establishment of contractual relations with other users of the Portal, and is not, in particular, bound by the order of submission or acceptance of final offers.
2. The User may post offers on the Portal as well as will have access to offers posted on the Portal by other Users.
3. Offers posted on the Portal will be public and available to other Portal Users, to which the User hereby agrees.
4. Only offers for goods and services that correspond to the profile of the Portal may be posted on the Portal.

5. After the transaction is completed, the parties to the transaction may issue comments to each other, which will be posted on the Portal.
6. On the Portal, in the "Promotions" tab, the Service Provider may offer Users preferential conditions for the provision of Services. Such conditions may also be offered in Agreements concluded with individual Users.
7. For technical reasons, it is forbidden to access the Portal using any programs other than web browsers. This includes, in particular, so-called bots, as well as other tools that simulate, replace or supplement the website interface. In addition, the use of scripts and completely or partially automated programs that give the User an advantage over other Portal Users is prohibited. This also includes completely or partially automated programs that allow auto-updating (auto-refresh), and other additional mechanisms that are not pre-integrated into web browsers.
8. If the User selects an offer issued on the Portal, the issuing User is fully responsible for the performance of the Agreement so concluded and at the same time is the only party to such Agreement. In particular, this includes responsibility for:
  - a) the compliance of the offer with the requirements of the law (including consideration of information obligations to the counterparty), the accuracy and truthfulness of the product parameters, the amount of the requested price, the availability and the compliance of the photographs posted on the Portal with reality,
  - b) possession by the User of all necessary documents, instructions and approvals required by law,
  - c) timely and consistent execution of the Agreement.
9. The User is not allowed to use the accounts of other Users or to cede his account to third parties. This includes the prohibition of sharing access of an employee for another employee or co-worker (especially to avoid additional payment), by anyone, for which the User is responsible.
10. Any person who, in the course of the User's business, wishes to have access to the Portal, must have its access assigned as a separately paid access. Such access is to be protected by the User, including responsibility for any violations in this regard by third parties (including employees) to whom the access data has been disclosed or who have disclosed it. Violation of this rule will result in termination of the contract by the Service Provider, suspension of the User or other consequences provided for in the Regulations.
11. The User shall not disclose to third parties, or use for purposes other than contacting a potential contractor, or use in an unlawful manner, the data of other Users of the Portal. It is prohibited to download data from the Portal for the purpose of providing services competitive to those provided by the Service Provider or for the purpose of further sharing them with competing entities.
12. In case of violation of the above provisions regarding unauthorized access to the Portal, the Service Provider reserves the right to impose a penalty on such User in the amount of PLN 10,000.00 and to draw any other consequences provided for in these Regulations, including through the possibility of claiming compensation in excess of the penalty on general principles.



13. It is prohibited to download data from the Portal for the purpose of providing services competitive to those provided by the Service Provider or for the purpose of further sharing them with competing entities.

#### **SECTION 5 DEBT COLLECTION SERVICES**

1. The Service Provider informs that as part of the services he provides on the Portal, there is a possibility of ordering him to collect the User's debtors, with regard to undisputed and due debts at the pre-court stage.
2. In order to use this service, it is necessary to notify the Service Provider via the functionality of the Portal and provide it with all the necessary documents for this purpose certifying the existence of the debt, its maturity and the identity of the debtor.
3. The exact conditions for the provision of debt collection services by the Service Provider are described in the appendix to these Terms and Conditions entitled "Terms and Conditions of Debt Collection". The provisions contained in the appendix are an integral part of these Terms and Conditions.
4. In addition, the Service Provider, at the request of the User, may put the User in contact with debt collection entrepreneurs cooperating with the Service Provider.

#### **SECTION 6 SERVICE PROVIDER'S LIABILITY**

1. The Service Provider is not a party to commercial relations established by the Portal Users. In particular, the Service Provider does not act as an intermediary in the establishment of business relations between Portal Users; the Service Provider only makes its websites available to enable Portal Users to establish business relations.
2. The Service Provider does not have the ability, nor does it supervise the transactions concluded by the Portal Users. In particular, the Service Provider does not verify, nor is it responsible for the content and truthfulness of offers, the behavior of Users, their honesty, or the fulfillment of contracts and other obligations entered into by Users.
3. The Service Provider does not act as an intermediary in establishing business relations between Portal Users. In particular, the Service Provider does not act as a proxy or representative of any User, nor is it anyone's agent within the meaning of the Civil Code.
4. The Service Provider is not responsible for the goods and services offered by the Users of the Portal, and in particular, for their quality, safety, legality, truthfulness and reliability of their description.
5. The Service Provider does not verify the information provided by Portal Users or the documents they post on the Portal, including for authenticity or completeness.
6. The Service Provider shall not be obliged and shall not be technically able to investigate whether the User of the Portal conducts business activities in accordance with the regulations, in particular, whether he has obtained the appropriate permits, licenses, etc. The Service Provider shall not be liable for damages incurred by Users as a result of possible deficiencies on the part of other Users in the aforementioned scope.
7. The Service Provider is not responsible for the content of comments, however, in justified cases, the Service Provider may remove the comment from the Portal.
8. The Service Provider is not responsible for failures of the Portal resulting from causes beyond its control. In particular, the Service Provider is not responsible for the periodic shutdown or restriction of access to the Portal and services or the loss of some or all of the Users' data located on the Portal and on the Service Provider's servers.

9. The Service Provider shall make every effort to ensure that the Portal and services operate continuously without any disruption. The Service Provider shall make every effort to remove any possible defects in the Portal and services as soon as possible. The Service Provider shall have the right to introduce possible maintenance interruptions.
10. The Service Provider reserves the right to publish on the Portal information about the Users who persistently violate the Terms of Use or in the same way take actions contrary to the Terms of Use, applicable regulations, good morals or the purpose and nature of the Portal. The User hereby gives his consent to the processing of his personal data for the aforementioned purpose.
11. In any case, the Service Provider shall be liable for damages caused to the User only through intentional fault.
12. The Service Provider shall not be liable for unlawful use of other's intellectual property, including, in particular, protective rights to trademarks by the Users, and for violation by the Users of copyright and other rights of the Users or third parties.

### **SECTION 7 RESPONSIBILITY OF USERS**

1. Users are fully responsible for improper use of the Portal and failure to comply with the provisions of these Terms and Conditions. Users are prohibited from posting content on the Portal that:
  - are contrary to applicable law,
  - violate the rights of third parties,
  - violate copyrights,
  - are generally considered vulgar or abusive,
  - incite racial, religious or ethnic hatred,
  - incite to acts of violence,
  - offend Users or other persons,
  - promote other websites,
  - promote third-party affiliate programs,
  - contain pornographic content,
  - contain content of an advertising nature,
  - constitute links leading to sites containing content described in this section.
2. If the User posts content that violates the Terms and Conditions, it may be removed by the Service Provider without notifying the User.
3. Any actions that may hinder or destabilize the operation of the Portal are prohibited. If the Service Provider finds that the User is committing such actions, the Service Provider will immediately suspend or delete the Account of such User. In such a situation, the Service Provider will also take all legal actions to redress the damage suffered by the User.
4. The User shall be held fully liable for any damage caused to the Service Provider as a result of the use of the Service Provider's company name or trademarks without the Service Provider's consent or in violation of the Terms and Conditions.



## **SECTION 8 PRICE LIST AND FEES**

1. The User is obliged to pay the Subscription for the use of the Portal, under the terms and conditions specified in the Terms and Conditions and the Price List included in the Appendix "Price List" to these Terms and Conditions.
2. The amount of the Subscription, the rules of its payment, the promotions specified within the Portal may be changed by individual arrangements between the Service Provider and the User.
3. The amount of the Subscription and its individual types are specified in the Price List. The User selects an option from the Subscriptions in the Portal after logging in.
4. If the User pays the Subscription on preferential terms in advance, within the amount paid the User will be entitled to use the Portal for a period longer than the standard period resulting from the Price List (e.g., the Subscription paid for 6 months in advance entitles the User to use the Portal for a period of 7 months). The rules for payment and use of preferential Subscriptions are set forth in the Price List. If the Subscription is purchased on preferential terms, in case the contractual relationship is terminated earlier, the Subscription paid by the User in advance is not refundable.
5. The User is bound in a given billing period by the Price List, which he accepted at the time of signing the Agreement. Archived Price Lists are available from the Service Provider.
6. The User is obliged to pay the subscription fee in advance, by the 15th of each month, on the basis of a VAT invoice issued by the Service Provider, to the bank account indicated in the text of the invoice.
7. VAT will be added to the subscription each time in the amount applicable at the time of issuing the invoice. The day of payment will be considered the day of crediting the Service Provider's account.
8. The User agrees that the Service Provider may issue and send invoices in electronic form, via e-mail, as well as agrees to store and make available to the tax authority or tax inspection authority these invoices, in accordance with Article 106e of the Law of 11 March 2004 on tax on goods and services. Invoices will be directed to the email address provided by the User indicated during registration, and the User declares that in case of change of this address he will inform the Service Provider.
9. The Service Provider reserves the right to change the Price List. The Service Provider will notify registered Users of the change in the Price List by e-mail with the right to terminate the agreement within 30 days of notification. Changes to the Price List will take effect with the new billing period, after the expiration of the notice period.

## **SECTION 9 BLOCKING OF THE USER'S ACCOUNT**

1. The User Account Agreement is concluded for an indefinite period of time upon successive payment of the Subscription and maintenance of the Account.
2. Either party may terminate this Agreement with 3 months notice effective at the end of a calendar month.
3. The Service Provider may immediately block the User's account and terminate the Agreement , without the right to any compensation on this account and without the right to demand a refund

of the paid or due Subscription, under the terms and in the cases specified in the Terms and Conditions.

4. The blocking of the Account and the termination of the Agreement may take place under the terms of these Terms and Conditions.
5. The Service Provider may immediately block the User's Account and terminate the Agreement for the use of the Portal without the right to any compensation on this account if:
  - (a) The User delays payment of the Subscription by more than 7 (seven) days;
  - (b) The User provides false information or places inauthentic or falsified documents on the Portal referred to in above,
  - (c) The User places an offer on the Portal concerning goods or services, the trading of which is prohibited,
  - (d) The User violates the provisions of the Terms of Use or applicable laws,
  - (e) The User misleads other Users of the Portal or violates their interests;
  - (f) in other cases when the User's actions violate the interests of the Service Provider, impede the operation of the Portal, undermine the trust and damage the good name of the Portal or the Service Provider, or when the Service Provider considers it justified for other important reasons.
6. Blocking of the User's Account takes place through a technical action, i.e. preventing the User from using the Portal with his assigned login and password.
7. Blocking the Account does not relieve the User from the obligation to pay the Subscription.
8. During the period for which the User has not paid the Subscription on time, the Service Provider may restrict access to the Services.

#### **SECTION 10 - INTELLECTUAL PROPERTY**

1. All copyrights, trademarks and other intellectual property rights related to or concerning the Portal are vested in the Service Provider and are subject to legal protection.
2. The use of the Portal under the Terms and Conditions and the account agreement does not mean that the User has acquired any intellectual property rights to the Portal and its elements.
3. In particular, it is forbidden to copy, modify and electronically or otherwise transmit the Portal or any part of it, without the prior written consent of the Service Provider; to use the Portal in a manner inconsistent with the Terms and Conditions, the Agreement, account agreement or generally applicable laws; to destroy, damage, delete or alter the Portal's computer, text and graphic data or otherwise interfere with its operation; to download the contents of the Portal, in particular, the databases, and to reuse them in whole or in part, without the prior written consent of the Service Provider.
4. The User agrees to use his intellectual and industrial property rights, including trade names and trademarks for the purpose of using the Portal and for the Service Provider's promotional and marketing purposes.
5. If the User violates these provisions, regardless of other rights provided in the Terms and Conditions, the Service Provider shall be entitled to impose a contractual penalty on the User in the amount of PLN 50,000.00 (fifty thousand zlotys) for each identified violation of these provisions. The above does not exclude the possibility of claiming compensation in excess of the reserved penalty.

## SECTION 11 COMPLAINTS

1. The User may submit any complaints regarding the operation of the Portal in writing to the Service Provider's address indicated at the beginning of the Terms and Conditions or by e-mail to [bok@e-containers.eu](mailto:bok@e-containers.eu).
2. In order to lodge a complaint, the User should inform the Portal about the observed defects, document them in order to verify the objections and possible removal of defects by the Service Provider, who will inform the complainant within 30 days of the complaint. The complaint should additionally include: name and surname or company name and address of residence or registered office of the User; detailed description of the complaint; presentation of the circumstances justifying the complaint.
3. If the complaint does not meet the conditions specified above, the Service Provider will notify the User of the need to supplement it, specifying the deadline, no shorter than 7 days, and the scope of such supplementation, with the instruction that failure to supplement the complaint within the specified deadline will result in leaving the complaint unprocessed. After ineffective expiration of the specified period, the complaint shall be left without consideration.
4. The Service Provider reserves the right to extend the 30-day period for response in a situation where the response depends on gathering additional information, of which he will inform the User immediately.
5. The Service Provider shall respond to the complaint in writing to the address of the User's registered office or electronically to the e-mail address indicated by the User.
6. The User is fully responsible for the content placed in the complaint.

## SECTION 12 PROTECTION OF PERSONAL DATA

1. The Service Provider is the administrator of personal data and processes them in accordance with the General Data Protection Regulation, the Personal Data Protection Act and its amendments, and the Act on Providing Services by Electronic Means of 18.07.2002 ("Administrator").
2. In the case of processing of personal data on the basis of an e-mail or complaint sent by the User, such processing is based on Article 6(1)(b) of the General Data Protection Regulation, according to which processing is necessary in order to take action at the request of the data subject.
3. If the User's separate consent is obtained, his personal data may also be processed by the Administrator for marketing purposes, including for the purpose of directing commercial information electronically to the e-mail address indicated by the User (Article 6(1)(a) of the General Data Protection Regulation).
4. In the case of the conclusion and performance by the Administrator of a sales or service agreement, the other party is required to provide the data necessary for the conclusion of the agreement (which is a contractual requirement and, in terms of tax numbers, also a statutory requirement) and for this purpose the Administrator processes personal data (Article 6(1)(b) of the General Data Protection Regulation).
5. In the case of conducting research and analysis to improve the performance of available services (e.g., tracking tools), Article 6(1)(f) of the General Data Protection Regulation is indicated as the basis for data processing.

6. Users' personal data are kept no longer than necessary to achieve the purpose of processing, i.e. until the withdrawal of consent if processing is based on such consent, until the statute of limitations for claims of the Administrator and the other party regarding the execution of concluded contracts (in the case of sales/service contracts, 2 years, counting to the end of the year), and until the execution of an inquiry directed by e-mail or the completion of the processing of complaints.
7. The Administrator may use profiling for direct marketing purposes, but decisions made on its basis by the Administrator do not relate to the conclusion or refusal to conclude an agreement, or the possibility of using electronic services.
8. To the extent necessary for the proper functioning of the website and its functionality, the website may, during the User's use of the website, collect other information, including but not limited to:
  - IP address;
  - type of platform;
  - settings and components;
  - installed software;
  - the presence of necessary plug-ins;
  - approximate geolocation data (compiled from IP address or device settings);
  - Internet browser data, including browser type and preferred language;
9. The Administrator ensures that any personal information collected is used to fulfill obligations to Users. This information will not be shared with third parties except when:
  - the explicit consent of the data subjects to do so is given beforehand, or
  - if the obligation to provide such data results or will result from applicable laws, for example, to law enforcement agencies.
10. In addition, personal data of service recipients and customers may be transferred to the following recipients or categories of recipients:
  - service providers supplying the Administrator with technical, IT and organizational solutions that enable the Administrator to conduct its business, including the website and the electronic services provided through it (in particular, computer software providers, marketing agencies, email and hosting providers, business management and technical support software providers to the Administrator and the product delivery operator).
  - accounting, legal and consulting service providers providing accounting, legal or consulting support to the Administrator (in particular, an accounting firm, law firm or debt collection company).
11. The Administrator may share anonymized data (i.e., data that does not identify specific Users) with third-party service providers in order to better identify the attractiveness of advertisements and services to Users, and in this regard, due to the location of software providers, data may be transferred - subject to the principles of their protection - to third countries, however, providing standard contractual provisions approved by the European Commission for the processing of personal data or having the appropriate authority to do so on the basis of bilateral data processing entrustment agreements between the European Union and the third country in question, while not being a member of the European Economic Area. These entities in the case of the Administrator are:

- Google LLC. (registered office: 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA) for Google Analytics tools used to analyze website statistics, Google Tag manager: used to manage scripts by easily adding code snippets to a website or application and to track actions performed by users on a website, Google Ads used to display sponsored links in Google's search engine results and on collaborative sites under the Google AdSense program,
  - Meta Platforms, Inc. (registered office: 1601 Willow Road Menlo Park, CA 94025, USA) for Facebook pixel used to track conversions from Facebook ads, optimize them based on collected data and statistics, and build a targeted audience list for future advertising.
12. The Administrator's website may use the functionality of Google Analytics, a web audience analysis service provided by Google, LLC. ("Google"). For more information on how Google Analytics collects and uses data, please visit Google's official website at: [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners). In addition, any User may prevent Google from collecting and processing data regarding his use of the website by downloading and installing a browser plug-in at the following link: <http://tools.google.com/dlpage/gaoptout>.
13. The User whose personal data is processed has the right to:
- access, rectification, restriction, deletion or portability (Articles 15-21 of the GDPR Regulation).
  - withdraw consent at any time (pursuant to Article 6(1)(a) or Article 9(2)(a) of the GDPR Regulation),
  - file a complaint to the supervisory authority - the supervisory authority in Poland is the President of the Office for Personal Data Protection in Warsaw.
  - objection - (Article 6(1)(e) or (f) of the GDPR Regulation).
  - objection regarding direct marketing.
14. Exercise of the above rights is based on the user's request sent to the email address [biuro@e-containers.eu](mailto:biuro@e-containers.eu). Such request should include the user's name and surname.
15. The User shall ensure that the data provided or published by him on the Portal is correct.

### **SECTION 13 FINAL PROVISIONS**

1. The applicable law is Polish law. Any disputes arising out of or in connection with these Terms and Conditions shall be settled by the common court having jurisdiction over the Service Provider's registered office. These Terms and Conditions shall be governed by and construed in accordance with the laws of Poland.
2. The Service Provider reserves the right to amend these Terms and Conditions.
3. Information on planned changes to the Terms and Conditions will be sent, at least 30 days before the changes take effect, to the User's e-mail address assigned to his Account.
4. If the Service Recipient does not object to the planned changes by the time they take effect, it is assumed that he accepts them.
5. If the User does not accept the planned changes, he should send information about it to the e-mail address [biuro@e-containers.eu](mailto:biuro@e-containers.eu), which will result in immediate termination of the agreement for the provision of services under the Portal, including the account maintenance service.

**APPENDIX TO TERMS AND CONDITIONS**

**“PRICE LIST”**

**kontenerowy.pl, e-containers.eu, econtainers.ru, e-containers.de, e-containers.pl, 4containers.eu, 4containers.ru, 4containers.pl, 4containers.de**

SUBSCRIPTION AND ADD-ONS	NET MONTHLY FEE	OPTIONS, PERMISSIONS
Transport Basic	85,00 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	115,00 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	140,00 EUR	- 1 active position - publication of offers in the exchanges: IMPORT & EXPORT - reservations of offers in exchanges FREE VEHICLES, POST-IMPORT CONTAINERS
Forwarding Pro	170,00 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	160,00 EUR	- 1 active position - publication of offers in all exchanges - reservation of offers in all exchanges
Transport and Shipping Pro	190,00 EUR	- 7 active positions - publication of offers in all exchanges - reservation of offers in all exchanges
Additional user account	18,00 EUR	indicate the quantity in numbers

<sup>1</sup> The User may change the Subscription at any time under the terms from the Terms and Conditions.

<sup>2</sup> Charges for changes in the Subscription will be included in the next billing period.

<sup>3</sup> The Service Provider reserves the right to change the rates of individual charges at any time.



## APPENDIX TO TERMS AND CONDITIONS

### "TERMS AND CONDITIONS OF DEBT COLLECTION"

**kontenerowy.pl, e-containers.eu, econtainers.ru, e-containers.de, e-containers.pl,  
4containers.eu, 4containers.ru, 4containers.pl, 4containers.de**

1. The remuneration of the Service Provider for the provision of debt collection services is from 10% of the net amount due. The remuneration amount shall be increased by VAT in the amount provided for by the regulations in force in this respect on the date of issuance of the invoice.
2. The commission shall be due to the User upon payment by the debtor of the liability in whole or in part. The commission shall also be due to the Service Provider if, after the date of acceptance of the order, the debtor pays the claimed receivable also as a result of a settlement or other agreement resulting in satisfaction of the User's receivable, also by receiving a non-monetary benefit; in such case, the basis for determining the amount of the Service Provider's remuneration shall be the net market value of such benefit.
3. The User shall not incur any additional fees related to the debt collection order. In the event of payment of a debt in part, the User is obliged to pay a fee determined in accordance with the principles indicated above, calculated on the paid part of the debt.
4. The commission will be payable to the bank account of the Service Provider within 14 days from the date of receipt by the User of the VAT invoice. The User agrees to receive invoices electronically.
5. Withdrawal of an order by the User requires a written form or a statement made by e-mail. Payments made by the debtor within 2 months from the date of withdrawal of the order are treated as the result of the action of the Service Provider. The User agrees to notify the Service Provider of the above payments by e-mail.
6. The User shall grant permanent powers of attorney to the Service Provider (or a person designated by him) to represent the User as an attorney in the arbitration proceedings and authorize the Service Provider to collect amounts due from the User's debtors.
7. In the event of receipt of any payments from the debtor, the Service Provider agrees to notify the User immediately, no later than within 2 business days. Upon receipt of such information, the Service Provider will issue a VAT invoice covering the remuneration due to him. The User acknowledges that information regarding debt repayment may also be obtained by the Service Provider directly from the debtor.
8. The User is obliged to keep the Service Provider informed of discussions conducted with the debtor and settlements reached. The Service Provider undertakes to keep the User informed about the course of the executed order and to respect business secrets concerning the User's business activity.
9. During the term of the order, the User may not, without the consent and knowledge of the Service Provider, make any arrangements with the debtor for the payment of the debt.