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Terms of Use of Infracht Platform in infracht.com, infracht.pl, infracht.eu domains.

1. DEFINITIONS

Terms and definitions used in the Terms of Use have the following meaning:

- a. **Infracht Platform (also referred to as the Platform)** – any page or subpage of infracht.com, infracht.pl and infracht.eu domains owned by: Infracht Spółka z ograniczoną odpowiedzialnością with registered office in Kraków, ul. Siewna 18, 31-231 Kraków entered into the register of entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 11th Economic Division of the National Court Register under KRS 0000651823 (Tax ID 6972329044, REGON 366066219), hereinafter referred to as Infracht Sp. z o.o.
- b. **Owner of the Platform** – entity referred to in section 1 a of the Terms of Use.
- c. **User** – a Customer or a Carrier, or an entity acting as a Customer and a Carrier, a Supplier, a Recipient, an Owner of Time Slots, registered on the Platform, representing an economic entity.
- d. **Customer** – an entity registered on the Platform who is an entrepreneur commissioning the transport of goods, including a freight forwarder, also referred to as an economic entity.
- e. **Carrier** – an entity registered on the Platform who is an entrepreneur offering the transport of goods, including a freight forwarder, also referred to as an economic entity.
- f. **Time Slots Owner** – an entity registered on the Platform who is an entrepreneur and with whom the module for managing time slots has been shared, also referred to as an economic entity.
- g. **Supplier** – an entity registered on the Platform who is an entrepreneur, granted access specified by the Time Slots Owner to their module for managing time slots, also referred to as an economic entity.
- h. **Recipient** – an entity registered on the Platform who is an entrepreneur with whom the module for managing time slots has been shared, also referred to as an economic entity.
- i. **Trusted Partner** – a Trusted Customer, a Trusted Carrier, a Trusted Recipient, a Trusted Supplier.
- j. **Trusted Customer** – a Customer who has been granted access to the customized module for ordering transport to Trusted Carriers on the Platform according to a separate service contract made with the Platform Owner.
- k. **Trusted Carrier** – a Carrier who has been added to the group of Trusted Carriers by a Trusted Customer or a Time Slots Owner.
- l. **Trusted Recipient** – a Recipient who has been added to the group of Trusted Partners by a Time Slots Owner.
- m. **Trusted Supplier** – a Supplier who has been added to the group of Trusted Partners by a Time Slots Owner.
- n. **Account** – a collection of information, documents and rights of a User on Infracht Platform, established in the course of registration.
- o. **Sub-account** – individual Account assigned to a natural person (employee).
- p. **General Exchange** – service available to each User registered on Infracht Platform.
- q. **Module for ordering transport to Trusted Carriers** – service offered for a Customer who has entered into a separate service contract with the Platform Owner and for Carriers added to the group of Trusted Partners by a Customer, to share the platform module accessed solely by Users selected by the Customer.
- r. **Module for Managing Time Slots** – service offered for a Time Slot Owner who has entered into a separate service contract with the Platform Owner and for Carriers, Suppliers and Recipients added to the

- group of Trusted Partners, to share the platform module accessed solely by Users selected by the Time Slot Owner.
- s. **Notice** – a collection of important information, including time frames for loading or unloading and driver and vehicle data, including the entire set of conditions necessary for successful loading or unloading.
 - t. **Load** – a collection of relevant information, entered on the Platform by the Customer, determining the terms and conditions of carriage, including the requirements for the Carrier, and, depending on the method of posting the Load, the starting price, the "Buy Now" price or the suggested price, constituting a proposal of entering into a contract for the Carrier, containing the entire set of conditions necessary to enter into a contract of carriage.
 - u. **Load assignment** - assignment of the Load execution by the Customer to a selected Carrier for a fixed price.
 - v. **Auction (reverse auction)** – contest of offers constituting an action described in section 4.2 Bidding system.
 - w. **Request for Proposal (RFP)** – contest of offers constituting an action described in section 4.3 Request for Proposal (RFP).
 - x. **Catalogue of prices and routes (Pricebook)** - a list defining the details of Loads and conditions of carriage on the Trusted Customer's fixed routes, such as the type of Load, place of loading and unloading, prices of transport on the given route, etc.
 - y. **Offer** – the Carrier's declaration of willingness to render the Load transport service on conditions specified by the Customer.
 - z. **Starting Price** – the maximum price, determined by the Customer when creating an Auction, offered by them for carrying a Load being the subject of an Auction.
 - aa. **"Buy Now" price** – defined by the Customer when creating an Auction with "Buy Now" option, fixed price for the carriage of the Load. The first Carrier wishing to render the carriage for the specified "Buy Now" Price wins the Auction and declares their willingness of concluding a contract to carry the Load.
 - ab. **Suggested price** – an indicative price the Customer specifies in an RFP for the carriage of the Load.
 - ac. **Platform Administrator** – the Platform Administrator is its Owner.

2. GENERAL PROVISIONS

1. When registering an Account, the User confirms having read and accepted the Terms of Use.
2. Infracht Platform is a tool which as part of its operations provides software for logistics that streamlines the transport management processes, facilitating and accelerating communication between customers, forwarders and carriers.
3. The User must possess devices enabling them to use the Internet, mailbox and Web browser, as described in FAQs.
4. Except for cases prescribed by law, it is forbidden to copy the content of the Platform or any part thereof for the purposes of resale.

3. REGISTRATION ON THE PLATFORM

1. Registration of an economic entity on the Platform can be effected solely by a person authorised to act and to perform any operations related to the registration process, including the exercise of rights and obligations, on behalf of the entrepreneur whose details are specified in the registration process, subject to section 3.1.6 and 3.1.7.
2. By registering on the Platform, the User declares that the provided company details are true and confirms having read and accepted the provisions of the Terms of Use. In the course of registration, as well as at any point in using the Platform, it is forbidden to provide incomplete or untrue details, or details violating third party rights.

3. The confirmation of registering on the Platform means entering into a contract between Infracht Sp. z o.o. in Kraków and the entity registering on the Platform. According to the contract, services offered on the Platform are provided on conditions specified in the Terms of Use and the Services Contract.
4. Infracht Sp. z o.o. reserves the right to contact its Users on the phone for the purposes of confirming the details specified by them during registration.
5. Infracht Sp. z o.o. reserves the right to include verification documents in the User profile – information obtained from the National Court Register, Central Registration and Information on Business, information on conducting business activity as an active/passive VAT payer, information from the InfoMonitor Economic Information Bureau (for entities registered in Poland), as well as other required documents and company details, visible to the remaining Users of the Platform, secured with Infracht Sp. z o.o. watermark. The watermark does not confirm that the copy is a certified true copy.
6. If the details change, the User is obliged to update them using a form available on the Platform, and to immediately send up-to-date versions of documents that have been changed/updated to info@infracht.com (<mailto:info@infracht.com>). The change of details requires their verification by the Platform Administrator, which can cause a limitation of the User's access to the Platform for the time necessary for the verification, not exceeding 7 business days. The above rule is first and foremost related to changes in the National Court Register, Central Registration and Information on Business, licences or insurance. The Platform Administrator stipulates that the time necessary for verification may be prolonged.
7. In the course of registration a unique login and password are generated, which the User undertakes not to spread and to use solely for the purposes of signing in the Platform on behalf of the entity specified during registration.
8. The User is not allowed to use other Users' credentials and make their Account available to other entities.
9. Any activities performed using an identification login and password are deemed to be performed by the Users themselves, and Infracht Sp. z o.o. in Kraków does not bear responsibility for the User making the Account available to a third party.
10. When rights and obligations related to conducting business activity by the User are transferred to another party in accordance with the law, Infracht Sp. z o.o. in Kraków must agree to transfer the right to use an Account on the Platform.
11. An Account contains the details provided by the User during registration.
12. The User can possess only one account on the Platform, with the right to create Sub-accounts for respective employees.
13. The User can create an unlimited number of Sub-accounts for their employees. Creating a new Sub-account for an employee requires the provision of the employee name, surname, phone number and email address to which a message containing the request to confirm the willingness to create an account will be sent.
14. The User may activate or deactivate the employee's Sub-account, change their name, surname and phone number, however, without the access to the Sub-account itself which is protected with a password known only to the employee.
15. It is forbidden to submit Offers and enter into agreements for carriage between entities whose relations or connections raise a reasonable suspicion of acting in cooperation breaching the law or Infracht Sp. z o.o. benefits, aiming at influencing the final result of a transaction.
16. Infracht Sp. z o.o. in Kraków is not responsible for the User's providing untrue or incomplete details in the system.
17. Infracht Sp. z o.o. reserves the right to the denial of access to Infracht Platform in cases required by the benefit of Infracht Sp. z o.o. or other Users, especially:
 - a. when the required documents are missing, or the delivered documents contain inaccurate information or errors,
 - b. registering the User as a debtor in the Economic Information Bureau,
 - c. liquidation, bankruptcy, or recovery proceedings have been initiated against the User,
 - d. the User breaches the provisions of the Terms of Use,

- e. the User has been conducting business activity for a period shorter than 6 months,
 - f. the business activity has been suspended or closed.
18. Access to the General Exchange can be gained solely by an entity that has been conducting business activity for at least 6 months and the activity has not been suspended during this period.
19. The Carrier must provide at least the following documents to info@infracht.com (<mailto:info@infracht.com>):
- a. a confirmation of license to carry out road transport of goods or a confirmation of license to carry out road transport as an agent in shipment of goods
- and
- b. a confirmation of concluding a carrier's liability insurance contract (OCP) or a confirmation of concluding a freight forwarder's liability insurance contract (OCS).
20. The documents listed in section 3.5 and 3.19 are accepted in Polish, English, German and Russian. If the documents presented by the User are in a different language version than listed above, or the User fails to deliver their translation, Infracht Sp. z o.o. reserves the right to deny access to the Platform.
21. The Platform Administrator verifies the correctness of details provided by the User during registration and verifies that the User has sent the documents required in the registration process, which limits the User's access to the Platform for the time necessary for verification, not exceeding 7 business days from the day of delivery of all the required documents. The Platform Administrator stipulates that the time necessary for verification may be prolonged.
22. Apart from the documents mentioned in section 3.5, Infracht Sp. z o.o. reserves the right to include in the User profile also the scans of documents delivered by the User, such as a confirmation of license to carry out road transport of goods or a confirmation of license to carry out road transport as an agent in shipment of goods, a confirmation of concluding a carrier's liability insurance contract (OCP) or a confirmation of concluding a freight forwarder's liability insurance contract, secured with Infracht Sp. z o.o. watermark. The watermark does not confirm that the copy is a certified true copy.
23. The User is fully liable for authenticity and reliability of documents sent to Infracht Sp. z o.o.
24. The Administrator shall activate the User's access to the Platform upon approval of data

3.1. MODULE FOR ORDERING TRANSPORT TO TRUSTED CARRIERS / MODULE FOR MANAGING TIME SLOTS

1. As part of the Platform, the Administrator offers the Users access to:
 - a. the module for ordering transport to Trusted Carriers – by sharing the Platform module accessed solely by the Trusted Customer and Trusted Carriers invited by them,

and/or

 - b. module for managing time slots – by sharing the Platform module accessed solely by the Time Slots Owner and Trusted Carriers, Trusted Suppliers and Trusted Recipients.
2. Sharing the module for ordering transport to Trusted Partners and/or the module for managing time slots with the User is effected based on a separate services contract as an additional functionality on Infracht Platform.
3. The Trusted Customer/Time Slots Owner adds selected Users to their list of Trusted Partners in Infracht system, which means that the Administrator has no influence on the decision on this matter (the Administrator only provides the technical ability to add the User to the list of Trusted Partners of the given Trusted Customer/Time Slots Owner, not deciding in any way who will be able to join).
4. The User who has been added by the Trusted Customer to their group of Trusted Carriers is given access to Loads posted by the Trusted Customer.
5. The User who has been added by the Time Slots Owner to their group of Trusted Carriers, Trusted Suppliers and Trusted Recipients gains access to the module for managing time slots.

6. The Trusted Customer/the Time Slots Owner can register the Trusted Partner with whom they wish to cooperate on the Platform, subject to the Trusted Partner's consent for registration. The Trusted Partner will receive an email notifying of the Account creation on the Platform. The registration procedure requires the Trusted Partner's confirmation and acceptance of the Terms of Use.
7. When registering the Trusted Partner, the Trusted Customer/the Time Slots Owner has no access to the newly-created account, cannot manage it or accept the Terms of Use on the Trusted Partner's behalf.
8. The Trusted Partner has 14 days to confirm the registration and accept the Terms of Use. Lack of action in this period can cause the Account to be blocked or erased from the Platform.
9. The Trusted Customer can create a Sub-account for an employee of the Trusted Partner, subject to the employee's consent, filling in an appropriate form with the following details: name and surname, phone number and email address to which the information of the Sub-account creation will be sent. The registration procedure requires the employee's confirmation, the acceptance of the Terms of Use and the activation of the account by the Company account administrator of the Trusted Partner.
10. The Trusted Customer cannot manage the Sub-account of the Trusted Partner's employee, neither do they have access to the newly created Sub-account or can accept the Terms of Use on behalf of the Trusted Partner's employee.
11. Email notifications of the Trusted Partner's registration and creation of a Sub-account for their employee contain the following details: company name, name and surname and phone number of the person who performed acts described in section 3.1.6 and 3.1.9.
12. The Trusted Partner may resign from the access to the module for ordering transport from Trusted Carriers and/or the module for managing time slots of the given User at any time. Resignation is effected by submitting a proper request in the User Account.
13. Resignation from the Trusted Partner status does not mean the termination of the service contract in the form of using Infracht Platform.

4. TRANSPORT ORDERING

4.1. GENERAL PROVISIONS

1. Loads posted by the Customer on the General Exchange are visible to all Users registered on the Platform.
2. The General Exchange offers the following options of publishing Loads on the Platform: Auction or an RFP.
3. The module for ordering transport to Trusted Carriers provided the following options of publishing Loads on the Platform: Auction, RFP, and assigning the Load to a carrier either individually (see 4.4) or based on the Pricebook (see 4.5).
4. As part of Infracht Logistics Platform, the Trusted Customer may publish Loads:
 - a. to Trusted Carriers:
 - i. to all Trusted Carriers
 - ii. to selected groups (one or more) of Trusted Carriers
 - and/or**
 - b. On the General Exchange (immediately or after the time specified on the form for posting a new Load by a Trusted Customer) with the following availability options:
 - i. all Users of Infracht Platform
 - ii. Carriers only
 - iii. Forwarders only
5. The Load posted to Trusted Carriers only may also be published on the General Exchange at any time.
6. The Carrier who has become the Trusted Carrier of one or more of the Trusted Customers gains access to Loads published by Trusted Customers:

- a. as an additional functionality of Infracht system,
 - b. with the ability to view Loads posted to Trusted Carriers by selected Trusted Customers,
 - c. according to the visibility of Loads posted by the Trusted Customers, following the provisions of section 4.1.4.a. and 4.1.4.b.
7. The Carrier is obliged to submit Offers for Loads found via Infracht Platform or received in an email notification through Infracht system.
 8. All Offers submitted by means of any communication channel (email, phone, instant messenger, SMS, etc.) by the Trusted Carriers for Loads posted by the Trusted Customer should be finalized with the submission of an Offer in the system and approved by the Customer.
 9. The Load should be formed in a complete and clear manner, not misleading to other Users. Particularly, true data should be provided regarding the goods being transported, their features and deadlines of the offered Load transport. The Customer is responsible for the content of the Load description and any errors and imprecise expressions therein.
 10. By posting a Load, the Customer confirms its legitimacy and the right of disposal over it.
 11. It is forbidden to include misleading information, vulgar language, words and expressions infringing social norms, advertisements and forms of promoting products and services, or content infringing the rules of law, in the content of the Load description.
 12. If dangerous goods and loads or animals are transported, both the Customer and the Carrier are obliged to have licenses, permissions, certificates and other required documents necessary for safe transfer of the Load and provision of the transport service.
 13. The Carrier who decides to transport a Load on an international route is obliged to possess all necessary permissions and insurance required when transporting the Load through respective countries and entering the target country.
 14. Upon confirming or winning a Load, the Trusted Carrier may fill out the Load details with the following driver and vehicle information:
 - a. Driver name and surname with the ID card or passport number
 - b. Driver's phone number
 - c. Vehicle / truck / trailer registration number
 - d. Additional information

The above data may be entered also by the Customer. The User is fully liable for the authenticity and reliability of the data entered. Both parties to a transaction are informed of every data modification by email.

15. Data specified in section 4.1.14 are visible only to the Customer and the Carrier and constitute confidential data; they might be used solely for the purpose of transporting the given Load.
16. The Customer and the Carrier have the possibility of enclosing files related to the transport of a given Load, such as bill of lading, invoice, etc.
17. The documents enclosed are visible to the Customer and the Carrier, are confidential and should not be shared with unauthorized persons.
18. The Platform owner is not liable for the authenticity and reliability of the documents attached.

4.2. BIDDING SYSTEM

4.2.1. General provisions

1. Only Users registered on the Platform can participate in an Auction.
2. The Auctions take place in the following system:
 - a. Reverse Auction,

- b. "Buy Now" Auction,
 - c. Reverse Auction with "Buy Now" option.
3. During the Auction only the participants' details chosen by the Platform Administrator, including an incomplete login, are published.

4.2.2. The course of an Auction

1. The Customer, by introducing data via a new Load posting form available on the Platform, declares the willingness of concluding a contract to carry the Load specified in the Auction, at the same time indicating a maximum price they can pay for the service (Starting Price) and the manner in which the Carrier can finalize the purchase.
2. "Buy Now" Auction:
 - a. In the "Buy Now" Auction the Customer establishes a fixed price for the transport of Load, without an option of bidding for the Carriers. The first Carrier who wishes to carry the Load for the specified "Buy Now" price wins the Auction.
3. Reverse Auction with "Buy Now" option:
 - a. In the Reverse Auction with "Buy Now" option the Customer sets a maximum price which they can pay for the transport of Load (Starting Price), along with the fixed "Buy Now" price. The price for the "Buy Now" option must be lower than the Starting Price.
 - b. When the Starting Price is reached, the "Buy Now" option is no longer available in the said Auction.
4. The Carrier can submit a Price Offer exceeding the Customer's expectations. Such an Offer is not binding and serves as an information for the Customer about the existence of a Carrier who is willing to execute the Order for a greater price.
5. The Carrier enters into the Auction by submitting an Offer using a proper form available on the Platform website. A new Offer cannot exceed or equal the current best offer. The permissible outbidding amount cannot be lower than 10 PLN/5 EUR/5 GBP/5 USD.

4.2.3. Modification to the Starting Price and "Buy Now" price

1. During the Auction, when no Carriers participate in the Auction, the Customer may freely modify the Starting Price and the "Buy Now" Price.
2. If during the Auction at least one Carrier has submitted an Offer exceeding the Starting Price, the Customer may modify the Starting Price, however, the new Starting Price must be lower than the lowest price offered by the Carriers participating in the Auction.
3. In case the Starting Price is modified, all Carriers participating in the Auction shall be notified immediately by email about the change of the Starting Price.
4. After the Starting Price is reached, the Customer cannot modify it by decreasing or increasing.
5. In case of an Auction with the Buy Now price, the Buy Now price can be modified until the Starting Price is reached.
6. In case of the "Buy Now" Auction, the price can be modified until the Offer is submitted by the Carrier.
7. By the time the Auction is terminated or cancelled, the Offers submitted by the Carriers in the course of the Auction remain binding for the participants of the Auction.
8. It is unacceptable to cancel an Auction and finalize the transaction with the Carrier participating in it outside of Infracht Platform.

4.2.4. Finalizing an Auction

1. The Auction is finalized with selecting a winner, when at the time the Auction ends at least one Carrier has submitted an Offer which has reached the level of the Starting Price, or as soon as the conditions of the carriage of Load with the "Buy Now" option are accepted by the Carrier.

- a. The Reverse Auction is won by the Carrier making the best Offer among the Offers submitted by the time the Auction ends, if the said Offer has reached the level of the Starting Price.
 - b. The "Buy Now" Auction is won by the first Carrier wishing to carry the Load for the specified "Buy Now" Price.
 - c. The Reverse Auction with "Buy Now" option is won by the first Carrier wishing to carry the Load for the specified "Buy Now" Price or, if the Auction continues, the Carrier whose Offer was the best among the Offers submitted by the time the Auction ends, if the Starting Price level has been reached.
2. The time remaining for submitting offers in the Auction might be extended automatically. The conditions for extending the Auction can be found in the details of the current Load.
 3. When the winning Carrier is selected, the Auction is knocked down by displaying proper information on the finalization and the identity of the winner in the Customer's and winning Carrier's Accounts on the Platform (the knock-down moment).
 4. The contract between the Customer and the Carrier is concluded at the moment of the knock-down.
 5. If the Auction ends according to section 4.2.4.1–3 as a consequence of the Platform failure or a technical error, such an Auction does not result in a knock-down or conclusion of a contract.
 6. For substantial reasons, e.g. violation of the Terms of Use or the lack of proper documents, the Carrier and Customer can withdraw from the transaction.
 7. The Auction ends unresolved at the moment determined in its content, if no Offer has been submitted or none of the Offers made has reached the level of the Starting Price.
 8. As agreed by the Platform Users, the Customer receives the contact details of the winning Carrier, while the Carrier receives the contact details of the Customer.

4.2.5. Cancelling an Auction

1. For reasons beyond the control of the Customer, it is possible to cancel the Auction subject to section 4.2.5.2.
2. Bypassing the Platform intermediation in concluding the contract leading to the omission of the commission payment is forbidden.
3. The Customer must communicate the reason for cancelling an Auction.
4. If at least one Carrier participates in the Auction, the reason of cancelling is also communicated to the Carrier.

4.2.6. Offer cancellation / withdrawal

1. Offer cancellation by the Customer

In exceptional circumstances, when justified doubts concerning the reliability of the Carrier arise or the Carrier asks for their Offer to be withdrawn, the Customer can cancel the best Offer in the auction. Offer cancellation results in the withdrawal of all remaining Offers, however, the Auction itself is not cancelled. Each Bidder shall be notified of the cancellation and the possibility of another bidding.

2. Offer withdrawal by the Carrier

Due to important reasons behind their control, making it impossible to render the Load transport service, the Bidder can withdraw their Offer, provided that the Offer is winning at the moment of withdrawal. The procedure is possible only in the case of an ongoing Auction; the Bidder is obliged to state the reason for withdrawal. The Customer has the right to deny the Offer withdrawal.

4.3. REQUEST FOR PROPOSAL

4.3.1. General provisions

1. Offers in an RFP can be submitted only by Users registered on the Platform.

2. Offers made by Carriers are visible only to Customers.

4.3.2. Course

1. The Customer, by introducing data via a new Load posting form available on the Platform, declares the willingness of concluding a contract to carry the Load specified in an RFP, optionally indicating the Suggested Price they can pay for the carriage of the Load.
2. The Carrier submits an Offer using a form on the Platform website.

4.3.3. Modification to an RFP

1. The Customer has the right to modify the deadline for the submission of Offers and the details of the RFP only until the first Offer from a Carrier is submitted.
2. The Suggested Price can be changed at any time, also after the submission of Offers.

4.3.4. Finalization

An RFP ends with selecting a winner by accepting the Offer submitted by the Carrier and deemed by the Customer to be the best. For an RFP to end with a transaction, the Customer should choose one of the submitted offers before the deadline for submission.

4.3.5. Cancellation of an RFP

1. For reasons beyond the control of the Customer, it is possible to cancel an RFP subject to section 4.3.5.2.
2. Cancelling an RFP in order to bypass the Platform intermediation in concluding the contract is forbidden.
3. The Customer must communicate the reason for cancelling an RFP.
4. If at least one Carrier has submitted an Offer, the reason of cancelling is also communicated to the Carrier.

4.4 ASSIGNING THE LOAD INDIVIDUALLY

1. As part of the module for ordering transport to Trusted Carriers, the Trusted Customer may assign the posted Load (regardless of the posting method) to a selected Carrier:
 - a. the Trusted Carrier – the Customer selects the Trusted Carriers and the contact person, defining the price of the transport service.
 - b. the Carrier who does not belong to the group of Trusted Carriers and owns an Account on the Platform – the Load may be assigned to a Carrier who is not yet a member of a company's Trusted Carriers. As a result of assigning a Load to such a Carrier, the Carrier is added to the list of Trusted Carriers.
 - c. A carrier from outside of the Platform – the Load can be assigned to a Carrier from outside of the Platform. The option can be preceded by registering such a company by the Trusted Customer (see section 3.1.6 and 3.1.7).
2. Assigning a Load results in finalizing the Auction/RFP ahead of time, also when Offers have already been received for the Load.
3. The selected Load can be assigned to the Trusted Carrier right away in the New Load creation form.
4. The Customer may demand the Carrier's confirmation of accepting the Load by ticking the *Require carrier's confirmation* option.
5. The Trusted Carrier to whom the Load has been assigned shall receive an email specifying the details of the Load which may also contain the notification of waiting for confirmation if such an option has been ticked by the Customer.
6. The Load assigned is treated as the Load obtained by the Carrier, and the commission is charged according to Appendix 1. Fees and Commissions for Infracht Users (/p/info/charges-and-commissions).

4.5 ASSIGNING A LOAD ACCORDING TO THE PRICEBOOK (CATALOGUE OF PRICES AND ROUTES)

1. As part of the module for ordering transport to Trusted Carriers, the Customer has the right to create a catalogue of fixed prices and routes which will then serve as the basis for assigning the Loads to Trusted Carriers.
2. The Load may be assigned via the New Load form or directly from the list of routes.
3. The Trusted Carrier is notified of the assigned Load by email.
4. The Customer may demand the Carrier's confirmation of accepting the Load by ticking the *Require carrier's confirmation* option.
5. The Load assigned from the Pricebook is treated as the Load obtained by the Carrier, and the commission is charged according to Appendix 1. Fees and Commissions for Infracht Users (</p/info/charges-and-commissions>).

5. TIME SLOTS

5.1. GENERAL PROVISIONS

1. The module for managing time slots allows to create Notices of loadings and unloadings in warehouses of the Time Slots Owner.
2. The module for managing time slots of the Time Slots Owner can be accessed solely by Carriers, Suppliers and Recipient selected by the Owner and added to the group of Trusted Partners.
3. The Time Slots Owner can share a selected Notice in the module for managing time slots by emailing a link to a selected person/company not registered on the Platform, e.g. in order to fill in the driver's details. The Platform owner is not responsible for sending an email with the link to the wrong person, or entering wrong content or data which the person filling out the Notice had no right to dispose of.
4. Data shared as part of the Notice by an unregistered person/company are subject to the protection of personal data in accordance with the law and shall be processed by Infracht Sp. z o.o. only for the purpose of rendering the service.
5. By filling out the Notice with personal data of the driver or the person responsible for the Notice, the User confirms that the said persons have agreed to have their personal data processed on Infracht Platform.
6. It is forbidden to include in the Notice misleading information, vulgar language, words and expressions infringing social norms, advertisements and forms of promoting products and services, or content infringing the rules of law.
7. The Platform owner is not the party to the Notice process and is not responsible for its correct course.

5.2. COURSE OF THE NOTICE PROCESS

1. A new Notice may be created by the Time Slots Owner, the Trusted Carrier, the Trusted Supplier or the Trusted Recipient, depending on the Time Slots Owner's preferences agreed when implementing the module.
2. The Time Slots Owner, who as a Trusted Customer publishes Loads on Infracht Platform, may book a time slot directly in the Load details or share the option with their Trusted Carriers.
3. The Time Slots Owner may impose the time of loading/unloading or allow the Trusted Partner to decide on the matter.
4. The logistician responsible for the Notice (the Time Slots Owner's employee) and the person whose email address has been entered in the field *Recipient's/supplier's* or *carrier's email* address:
 - a. are informed about the creation of a Notice by email containing all details of the new Notice,
 - b. receive notifications of any changes introduced to the Notice,
 - c. are informed about the deletion of a Notice.
5. A Notice may be deleted by a logistician responsible for the notice process or the User who has created it.

6. A complete Notice includes the name of the Carrier of the selected time slot, as well as driver and vehicle data.
7. A vehicle and its entry to the company premises or leaving the premises can be registered by the User with appropriate system permissions.
8. The vehicle callout and its handling in the warehouse can be entered in the system by the User with appropriate system permissions.
9. The Time Slots Owner may also be a Trusted Partner of different User who is also a Time Slots Owner. Notices created in warehouses of the Partner are included in the *Notices at Partners'* lists – their creation, editing or deletion depend on the Time Slots Owner's preferences.

6. FEES AND COMMISSIONS

Registration and owning an Account on the Platform are free and do not impose any financial obligations towards Infracht Sp. z o.o.

6.1. GENERAL EXCHANGE

6.1.1. Carrier

1. Submitting Offers and winning Loads by the Users with the "Carrier" profile on the General Exchange is free.

6.1.2. Customer

1. Each newly registered User with the "Customer" profile is granted a 30-day free period for posting Loads, counted from the moment the Account verification ends. The promotion does not concern Users who deleted their Accounts and are registering again or the change of the business profile.
2. After the promotion period entering into transactions for the carriage of Loads via the General Exchange requires a fee. Fees for posting Loads on the General Exchange are charged on the Customer and are specified in Appendix 1. Fees and Commissions for Infracht Users (</p/info/charges-and-commissions>) which constitutes an integral part of the Terms of Use.

6.2. ORDERING TRANSPORT TO TRUSTED CARRIERS

6.2.1. Trusted Customer

1. The Trusted Customer is not charged with fees or commissions related to posting and assigning the Load to Trusted Carriers, unless otherwise stated in the services contract.

6.2.2. Trusted Carrier

1. Carriers access the Loads of Trusted Customers free of charge.
2. Trusted Carriers shall be charged with commission fees if the Load posted for Trusted Carriers is obtained in the following circumstances:
 - a. Winning the auction
 - b. Using the Buy Now option
 - c. Accepting an Offer of a Trusted Carrier by the Customer as a part of an RFP
 - d. Assigning the Load by the Customer.

3. The commission payable to Infracht for obtaining the Load is defined in Appendix 1. Fees and Commissions for Infracht Users (/p/info/charges-and-commissions) which constitutes an integral part of the Terms of Use.
4. Infracht reserves the right to decrease/cancel the commission of the Carrier for a set period of time or a defined number of Loads or Loads from specified Customers.

6.3. TIME SLOTS

The costs of implementing and using the module for managing time slots are governed by a separate contract.

6.4. INTEGRATION COSTS

The integration of Infracht system with internal systems of the User is priced individually and governed by a separate contract.

7. USER ACCOUNT AND TERMINATION OF CONTRACT

1. The contract described in section 3.3 of the Terms of Use is concluded for an indefinite period of time, subject to the provisions of this chapter.
2. Under particularly justified circumstances, including:
 - a. the violation of law by the User,
 - b. the suspicion of the Users' violating the reputation and benefit of Infracht Sp. z o.o.,
 - c. violation of the provisions of the Terms of Use,
 - d. violation of business ethics rules,
 - e. late settlement of liabilities resulting from using the Platform, both towards Infracht Sp. z o.o. and the remaining Users of Infracht Platform,
 - f. entering the User on the list of debtors of the Economic Information Bureau,
 - g. the Carrier's lack of execution of the carriage contracts concluded via the Platform,
 - h. Load cancellation happening too often,
 - i. sending out marketing information to other Platform Users (spam),Infracht Sp. z o.o. reserves the right to temporary withdraw the approval, block the functionality or to delete the User Account.
3. If the Account approval is withdrawn, the Customer retains the access to previously created current Loads. The Customer cannot post new Loads and/or create new notices.
4. The Carrier whose Account approval has been withdrawn retains the right to finalize the Auctions in which they participate or enter into transactions for Loads assigned and RFPs for which they submitted an Offer. However, the Carrier cannot participate in new Auctions, submit Offers for RFPs and be assigned a Load.
5. The Recipient/Supplier for whom the Account approval has been withdrawn has access to notices already created.
6. The account blockage disables the possibility of logging in to the account, assigning the Load or creating Notices; in such a situation the User should contact Infracht Customer Service Desk.
7. A Contract may be terminated by either Party by giving a 7-days' notice.
8. The User should terminate a contract via an email sent to: info@infracht.com (mailto:info@infracht.com).
9. The termination of a contract by Infracht Sp. z o.o. should have the form of a written notice for the User or be sent via email, incorporating the details specified on the Platform.
10. A contract is terminated when the other party receives a statement of termination, provided that:

- a. If the User conducts some activity on the Platform, the contract becomes terminated as soon as the activities are finished and payments owed to Infracht Sp. z o.o. are settled,
 - b. If the Customer is overdue with payments owed to Infracht Sp. z o.o., the contract is terminated as soon as all payments are settled.
11. The User is obliged to notify Infracht Sp. z o.o. about the planned changes in their business activity, especially about its suspension or closing.
 12. The contract may, due to substantial reasons, be terminated by Infracht Sp. z o.o. without notice, resulting in cancellation of all ongoing Auctions and RFPs posted by the User and deletion of an Account, with the exception of Auctions in which the Starting Price has been reached and assigned Loads.
 13. If the contract has been terminated on Infracht Sp. z o.o.'s initiative, based on subsection 10 of this section, the User can register on the Platform again only upon obtaining the Administrator's consent.
 14. The termination of the Contract does not release the User from the obligation of settling payments owed to Infracht Sp. z o.o. and other Users of Infracht Platform.

8. LIABILITY OF THE PLATFORM OWNER

1. The Users are liable for discrepancies in details entered on the Platform.
2. Infracht Sp. z o.o. is not liable for any discrepancies in the details entered by the Users on the Platform.
3. Infracht Sp. z o.o. is not liable for the authenticity of documents delivered by the Users and shared on Infracht Platform.
4. Infracht Sp. z o.o. is not liable for updating the information included in the User profile; Users are obliged to update any data by themselves.
5. Infracht Sp. z o.o. does not guarantee that Users are entitled to conclude contracts they committed to via Infracht Platform.
6. Infracht Sp. z o.o. is not liable for services rendered by economic entities registered on the Platform in the course of trade.
7. Infracht Sp. z o.o. is not liable for cancelled Loads, non-finalization of contracts by Users, non-execution or undue execution of a transport contract, especially for the resulting damage and benefits lost by the Users, including the ones caused by the Carrier not having a proper vehicle, offering a vehicle failing to fulfil the requirements of the Order, or a faulty marking of the auctioned Load.
8. Infracht Sp. z o.o. is not liable for failure to meet delivery and loading terms noticed on Infracht Platform, as well as damages caused by Carriers, Suppliers and Recipients within the premises of the Time Slots Owner's company.
9. Infracht Sp. z o.o. is not liable for actions of the Users or third parties which constitute a violation of the Terms of Use.
10. As the Platform Administrator, Infracht Sp. z o.o. is not the party to the transaction concluded via the Platform between the Users and does not guarantee the ability to conclude and execute the transaction. The Platform only gives the Users the opportunity to enter into a possible transaction, providing technical conditions and tools serving this purpose.

9. CHANGES TO THE TERMS OF USE

1. The Platform Terms of Use are subject to change. Changes to the Terms of Use become effective on the day specified by Infracht Sp. z o.o. but not earlier than after 7 days from publishing the modified content of the Terms of Use on the website.
2. In the event of changes in the Terms of Use, Infracht shall supply the User with a consolidated text of the Terms of Use. The Terms of Use or changes therein shall be delivered solely using electronic services (via Infracht Platform websites or email.) Lack of User's objection to the suggested changes is equal to the

acceptance of them. The Terms of Use delivered in the manner described above are deemed to have been served.

3. Before the date when the suggested changes enter into force, the User has the right to terminate the Contract with immediate effect.
4. If the User objects without the Contract termination, the Contract terminates on the day preceding the day when the suggested changes enter into force.
5. With Loads posted before the changes to the Terms of Use became effective, existing provisions shall apply.

10. PRIVACY POLICY

1. As the personal data controller, Infracht Sp. z o.o. collects and processes personal data of Users in accordance with the law and privacy protection policy included in Appendix 2: Privacy Policy and Cookies of the Terms of Use (</p/info/privacy-policy>).
2. Personal data are processed for the conclusion and implementation of the Services Contract according to the principles specified in the Terms of Use, for the fulfilment of obligations resulting from the provisions of law and legitimate controller's interest specified in the Privacy Policy. The provision of data is voluntary yet essential for the implementation of the above-mentioned goals.
3. Personal data mentioned in section 10.1 are disclosed to other Users of the Platform only in cases described in the Terms of Use, and also in other cases justified by circumstances, upon providing a proper legal basis in that regard.
4. The Users are not allowed to disclose personal data and other information obtained during actions performed on the Platform to third parties, unless a consent of the User whose data are to be disclosed has been obtained or another proper legal basis has been provided.
5. It is forbidden to use personal data and information described in section 10.1–10.3 for marketing and commercial purposes in activities on the Platform and outside of it.

11. COMPLAINTS

1. In case Infracht Sp. z o.o. fails to fulfil its obligations arising from the Terms of Use, especially when services are not rendered or are rendered improperly, the User has the right to file a complaint.
2. In order to file a complaint, you must send a message containing the description of circumstances, type and date of infringement, the requested method of resolving the complaint by Infracht Sp. z o.o., the name of the User and contact details of the person filing a complaint (if different than the details on the Platform).
3. Infracht Sp. z o.o. can ask the User to provide further details, if such information is necessary to resolve the complaint. Failure to complete the necessary information results in the complaint being left unprocessed.
4. Infracht Sp. z o.o. shall address the User's complaint immediately, no later than within 14 days from receiving the complaint in proper form. The answer to the complaint is sent to the email address specified by the User. Infracht Sp. z o.o. reserves the right to prolong the complaint processing period if collecting further information is required, which will be communicated to the complaining party.
5. Complaints may be filed by email to: info@infracht.com (<mailto:info@infracht.com>).

12. FINAL PROVISIONS

1. For the period necessary to perform technical activities and maintenance, Infracht Sp. z o.o. reserves the right to turn off the system (maintenance break).
2. The Users shall be notified ahead of the planned works mentioned in point 1.

3. The Platform Users are obliged to archive the information on contracts concluded via the Platform on durable media.
4. All data, images, text and other materials available on the Platform are owned by Infracht Sp. z o.o. in Kraków and are protected as stated by the law. Copying and using their content is forbidden.
5. The Terms of Use are subject to Polish law.
6. The Platform owner reserves the right to change commercial names of the products offered at any time, changing of the name does not constitute a change of the Terms of Use.
7. The Parties agree that any disputes arising in connection with Infracht Sp. z o.o.'s delivery of services related to its functionality shall be settled by the court of proper jurisdiction for the Infracht Sp. z o.o. seat in Kraków.
8. If a provision of the Terms of Use becomes declared unlawful by the proper court, all other provisions remain in effect.
9. The Terms of Use of Infracht Platform are available on infracht.com (<https://infracht.com>) without any access limitation.

13. APPENDICES

1. Fees and Commissions for Infracht Users (</p/info/charges-and-commissions>)
2. Privacy Policy and Cookies (</p/info/privacy-policy>)

This document is valid from 9th September 2019. The previous version is available here (http://www.mdoc.infracht.com/terms/previous/INFRAKHT_Terms_and_Conditions_EN.pdf).