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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. As part of its functionality, Infracht Platform offers its Users two types of services: General Exchange and "Trusted Partners" Private Exchange.
- b. **Owner of the Platform** – entity referred to in section 1 a of the Terms of Use.
- c. **Customer** – an entity registered on the Platform, being an entrepreneur, commissioning the transport of goods, including a freight forwarder, also referred to as an economic entity.
- d. **Carrier** – an entity registered on the Platform, being an entrepreneur, offering the transport of goods, including a freight forwarder, also referred to as an economic entity.
- e. **User** a Customer or a Carrier, or an entity acting as a Customer and a Carrier, registered on the Platform, representing an economic entity.
- f. **Account** – a collection of information, documents and rights of a User on Infracht Platform, established in the course of registration.
- g. **Sub-account** – a collection of information, documents and rights of a User on Infracht Platform, established in the course of registration.
- h. **General Exchange** – a collection of information, documents and rights of a User on Infracht Platform, established in the course of registration.
- i. **"Trusted Partners" Private Exchange** – additional service offered for Customers who entered into a separate services contract with the Platform Owner and for Trusted Partners added to the Private Exchange by the Customers, consisting in the creation of the additional Private Exchange accessed solely by the Trusted Customer and Trusted Carriers chosen by them.
- j. **Trusted Customer** – customer for whom the "Trusted Partners" Private Exchange has been created according to a separate service contract with the Platform Owner.
- k. **Trusted Carrier** – the Carrier who has been added by the Trusted Customer to the "Trusted Partners" Private Exchange created by the Customer.
- l. **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.
- m. **Auction (reverse auction)** – contest of offers constituting an action described in section 4.2 Bidding system
- n. **Request for Proposal (RFP)** – contest of offers constituting an action described in section 4.3 Request for Proposal (RFP)
- o. **Offer** – the Carrier's declaration of willingness to render the Load transport service on conditions specified by the Customer.

- p. **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.
- q. **"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.
- r. **Suggested price** – an indicative price the Customer specifies in an RFP for the carriage of the Load.
- s. **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 enabling the Customer to find a Carrier by posting an RFP or executing a Reverse Auction, "Buy Now" Auction, or a Reverse Auction with "Buy Now" option for the commissioned carriage of Load by means of the General Exchange or "Trusted Partners" Private Exchange service.
3. Infracht Platform enables Carriers to submit an Offer in an RFP or participate in a Reverse Auction, Buy Now Auction, Reverse Auction with Buy Now option, and win new Loads through the General Exchange or the "Trusted Partners" Private Exchange they belong to on conditions defined in the Terms of Use.
4. The User must possess devices enabling them to use the Internet, mailbox and Web browser, as described in FAQs.
5. 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 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 execution of rights and obligations, on behalf of the entrepreneur whose details are specified in the registration process, subject to section 3.2.2 paragraph 3.
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.
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. A 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 can 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. If justified doubts exist that the relationship or connections of some entities are illegitimate and detrimental to Infracht's interest, which is aimed at influencing the final results of an Auction/RFP, such entities are forbidden to submit Offers and enter into contracts.
15. Infracht Sp. z o.o. in Kraków is not responsible for the User's providing untrue or incomplete details in the system.
16. 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.

3.1. GENERAL EXCHANGE

1. 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.
2. 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 goodsand
 - b. a confirmation of concluding a carrier's liability insurance contract (OCP) or a confirmation of concluding a freight forwarder's liability insurance contract.
3. The documents listed in section 3.1 paragraph 2 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 General Exchange.

4. 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 General Exchange 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.
5. Apart from the documents mentioned in section 3 paragraph 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.
6. The User is fully liable for authenticity and reliability of documents sent to Infracht.
7. The Administrator shall activate the access to Infracht General Exchange upon approval of data specified in section 3 paragraph 2 and section 3.1 paragraph 1, 2, 3, 5.

3.2. "TRUSTED PARTNERS" PRIVATE EXCHANGE

3.2.1. Creation of "Trusted Partners" Private Exchange

1. As part of the Platform functionality, the Administrator offers the Customers the opportunity to use the "Trusted Partners" Private Exchange where, apart from General Exchange, a Private Exchange is created for the Customer, available solely to the Trusted Customer and the invited Trusted Carriers.
2. The Private Exchange service is made available to the Customer based on a separate service contract.
3. "Trusted Partners" Private Exchange is made available as an additional functionality on Infracht Platform.

3.2.2. Principles of the Trusted Carrier's access to the Private Exchange

1. The Trusted Customer adds selected Carriers to their list of Trusted Carriers in the Infracht system, which means that the Administrator has no influence on the Trusted Customer's decision on this matter (the Administrator only provides the technical ability to add the Carrier to the Private Exchange of the given Trusted Customer, not deciding in any way who will be able to join).
2. The Carrier who has been added to the group of Trusted Carriers of a Trusted Customer is given access to loads posted on the Private Exchange of the given Trusted Customer.
3. The Trusted Customer can register the Carrier with whom they wish to cooperate in the "Trusted Partners" Private Exchange on the Platform. The Carrier will receive an email notifying of the Account creation on the Platform. The registration procedure requires the Carrier's confirmation of the willingness to join the Platform and the acceptance of the Terms of Use.
4. When registering the Carrier, the Trusted Customer has no access to the newly-created account, cannot manage it or accept the Term of Use on the Carrier's behalf.
5. The Trusted Carrier has 2 weeks 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.
6. The Trusted Customer can create a Sub-account for an employee of the Trusted Carrier, 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 of the willingness to join the Platform, the acceptance of the Terms of Use and the activation of the account by the Company account administrator of the Trusted Carrier.
7. The Trusted Customer cannot manage the Sub-account of the Trusted Carrier'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 Carrier's employee.
8. Emails notifying of the Trusted Carrier'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 3.2.2 paragraph 3 and 6.

9. The Trusted Customer can resign from participation in the Private Exchange of a given Customer at any time. Resigning from the participation in the Trusted Customer's Private Exchange is effected by submitting a proper request in the User Account.
10. Resignation from the participation in the Private Exchange does not mean the termination of the service contract in the form of using Infracht Platform.

4. METHODS OF POSTING NEW LOADS

4.1. GENERAL PROVISIONS

1. Loads posted by the Customer on the General Exchange are visible to all Users registered on the Platform.
2. As part of the Private Exchange service, the Trusted Customer can post loads:
 - a. On the "Trusted Partners" Private Exchange:
 - 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
3. The Load posted only on the Private Exchange can be posted on the General Exchange at any time.
4. The Carrier who has become the Trusted Carrier of one or more Trusted Customers gets access to loads posted on the Private Exchanges of the Trusted Customers:
 - a. as an additional functionality of Infracht system,
 - b. with the ability to view Loads posted on the Private Exchanges of selected Trusted Customers,
 - c. according to the visibility of Loads posted by the Trusted Customers, following the provisions of section 4.1 paragraph 2.a. and 2.b.
5. The Carrier is obliged to submit offers for Loads found via Infracht Platform or received in an email notification through Infracht system.
6. All Offers submitted for Loads posted on the Private Exchange of the Trusted Customer, posted by the Trusted Carriers by means of any communication channel (email, phone, instant messenger, SMS, etc.), should be finalized with the submission of an offer in the "Trusted Partners" Private Exchange system and approved by the Load owner.

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. 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.

4. By creating an Auction, the Customer confirms the legitimacy of the auctioned Loads and the right of disposal over them.
5. 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.
6. If dangerous 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.
7. 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.
8. 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. 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).
3. The contract between the Customer and the Carrier is concluded at the moment of the knock-down.
4. If the Auction ends according to section 4.2.4 paragraph 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.
5. 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.
6. 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.
7. 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.
8. As the Platform Administrator, Infracht Sp. z o.o. is not the party to the contract concluded via the Platform between the Customer and the Carrier and does not guarantee the opportunity to conclude and execute the contract. The Platform only gives the Users the opportunity to conclude a possible contract, providing technical conditions and tools serving this purpose.

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 paragraph 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. The Load in an RFP 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.
3. By creating an RFP, the Customer confirms the legitimacy of the posted Loads and the right of disposal over them.
4. 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.
5. 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.
6. 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.
7. 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 paragraph 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

1. As part of the "Trusted Partners" Private Exchange, the Trusted Customer may assign the Load to a selected Carrier:

a. the Trusted Carrier

The Customer selects the Trusted Carrier 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 can be assigned to the Carrier who is not a Trusted Carrier of a company. As a result of assigning a Load to such a Carrier, the Carrier is added to the list of Trusted Carriers.

c.

d. 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 3.2.2 paragraph 3 and 4).

2. The selected Load can be assigned to a Carrier regardless of the posting method.
3. Assigning a Load results in finalizing the Auction/RFP ahead of time, also when offers have already been received for the Load.
4. The Trusted Carrier to whom the Load has been assigned will receive an email containing the Load details.
5. 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
6. If the Trusted Carrier cannot render the transport of the Load assigned, they contact the Trusted Customer requesting the Load cancellation; the Load cancellation triggers the cancellation of the commission charged.

5. 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.

5.1. GENERAL EXCHANGE

5.1.1. Carrier

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

5.1.2. Customer

1. A free promotion period for posting Loads is valid until 30th June 2018.
2. From 1st July 2018, 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.
3. 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.

5.2. PRIVATE EXCHANGE

5.2.1. Trusted Customer

1. The Trusted Customer bears the costs of launching the "Trusted Partners" Private Exchange service according to a separate contract for rendering the Private Exchange service.

2. The Trusted Customer is not charged with fees or commissions related to posting the Load on the Private Exchange, unless otherwise stated in the contract for rendering the "Trusted Partners" Private Exchange service.

5.2.2. Trusted Carrier

1. Carriers access the Private Exchanges of Trusted Customers free of charge.
2. The Trusted Carriers shall be charged with commission fees if the Load is obtained via the Private Exchange 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
3. Assigning the load by the Customer. 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.
5. The Trusted Carrier is not charged with commissions for the 5 first Loads obtained on Private Exchanges of their Trusted Customers.
6. The settlement between Infracht and a Trusted Carrier shall be based on VAT invoices issued at the end of each calendar month and sent by email to the address specified by the Carrier in the registration form, payable within 14 days. The invoice shall be issued at the end of the month in which the commission reaches at least 50 PLN net.

6. USER ACCOUNT AND TERMINATION OF CONTRACT

1. The contract described in section 3 paragraph 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. Auction and RFP cancellation happening too often,
 - i. sending out marketing information to other Platform Users (spam),Infracht Sp. z o.o. reserves the right to temporary block the functionality of the User Account or to delete it.
3. If the Account is blocked, the Customer retains the access to previously created, ongoing Auctions and RFPs. When the Account is blocked, the Customer cannot post new Loads.
4. The Carrier whose account has been blocked retains the right to finalize the Auctions in which they participate or enter into transactions for RFPs for which they submitted an Offer. When the account is blocked, the Carrier cannot participate in new Auctions or submit Offers for RFPs.
5. A Contract may be terminated by either Party by giving a 7-days' notice.
6. The User should terminate a contract via an email sent to: info@infracht.com (mailto:info@infracht.com).
7. 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.

8. 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 Customer carries out Auctions or RFPs, or the Carrier participates in Auctions or RFPs, 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.
9. 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.
10. 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.
11. 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.
12. 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.

7. 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 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 Auctions or RFPs, non-finalization of contracts by Users, non-execution or undue execution of a contract concluded as a result of an Auction or an RFP, 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 carriage of the Load, or a faulty marking of the Load being the subject of an Auction or an RFP.
8. 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

8. CHANGE OF 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 Auctions and RFPs posted before the changes to the Terms of Use became effective, existing provisions are used.

9. 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.
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 9 paragraph 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 9 paragraph 1-3 for marketing and commercial purposes in activities outside of the Platform.

10. 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>).

11. FINAL PROVISIONS

1. For the time 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 section 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 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.
7. If a provision of the Terms of Use becomes declared unlawful by the proper court, all other provisions remain in effect.
8. The Terms of Use of Infracht Platform are available on infracht.com (<https://infracht.com>) without any access limitation.

12. APPENDICES

1. Fees and Commissions for Infracht Users (<https://infracht.com/p/info/charges-and-commissions?lang=en>)
2. Privacy Policy and Cookies (<https://infracht.com/p/info/charges-and-commissions?lang=en>)