**TERMS AND CONDITIONS** **OF** THE ETRANSPORTY.PL **INTERNET SERVICE**
**ADVERTISING SERVICE**

We thank you for visiting our internet service provided at the Internet address http: // etransporty.pl (hereinafter as " **Etransporty.pl** " , " **Website** " ).

**Etransporty.pl** is an advertising website . Internet service enables users of its recipients, among others, added E and edit, browse and search ads with a range of transport services.

The information contained in the advertisements on the Website is for information purposes only and does not constitute an offer within the meaning of art. 66 § 1 of the Civil Code. The purpose of concluding a purchase or use agreement from the subject contained in a given advertisement, it is always necessary to contact the advertiser already outside the Website and to establish details by interested parties . The Owner of the Website is not the author of advertisements posted on the Website by its recipients .

The formula of these regulations assumes the establishment of general terms and conditions of using the Internet Service . The following conditions, if the recipient decides to use Etransporty.pl , regulate in particular the rules of using the Website , including the liability of us .

**I invite** **you to read the rules.**

**Team** **Etransporty.pl**

**1)   ABOUT US**

The owner of Etransporty.pl is **P2 POLSKA SPÓŁKA Z** OGRANICZONĄ ODPOWIEDZIALNOŚCIA with its registered office in Trzebownisko (address: Trzebownisko 4, 36-001 Trzebownisko), entered into the Register of Entrepreneurs of the National Court Register under No. 0000621434; registration court in which the company's documentation is kept: District Court in Rzeszów, XII Commercial Department of the National Court Register, NIP number: 7941822123 and REGON: 364610423, e-mail address: biuro@etransporty.pl.

**2)   DEFINITIONS**

1. The definitions used in these Regulations mean:
	1. **PRICE LIST** - a price list for using the paid functionalities of the Website available on the Website : www.etransporty.pl/cennik .
	2. **BOX OF ANNOUNCEMENTS - The Electronic Service, bulletin board available to the Registered Users, who places it in the notice of transport demand , in order to start cooperation.**
	3. **CIVIL CODE** - the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).
	4. **ACCOUNT** - Electronic Service, marked with an individual e-mail address (e-mail address) and a password provided by the Service User a set of resources and functionalities available in the Service Provider's teleinformation system, in which data collected by the Customer and information about his activities are collected ; on the Website, the sender's account and the carrier's account stand out.
	5. **NEWSLETTER** - Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all recipients of the Service to automatically receive from the Service the cyclical content of subsequent editions of the newsletter containing information about new products and promotions on the Website .
	6. **ADVERTISEMENT** - any kind of advertised and the Service User posted by him on the Website regardless of his name , including advertisements for the invitation to conclude a sales contract / contract of carriage , posted by him in the appropriate section of the Website. Ads on the Website are for informational purposes only and is not an offer ± within the meaning of Art. 66 § 1 of the Civil Code .
	7. **COPYRIGHT** - Act on copyright and related rights of February 4, 1994 (Journal of Laws No. 24, item 83, as amended)
	8. **REGULATIONS** - these regulations of the Website.
	9. **WEBSITE, SERVICE,** **ETRANSPORTY.PL** - the Service Provider's website available at the Internet addresses and http: // etransporty.pl .
	10. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Customer via the Website in accordance with the Regulations.
	11. **SERVICE USER** - (1) a natural person with full legal capacity; (2) legal person; or (3) an organizational unit without legal personality, the law of which has legal capacity; - using or intending to use the Electronic Services available at Etransporty.pl .
	12. **SERVICE PROVIDER** - **P2 POLAND COMPANY WITH LIMITED RESPONSIBILITY** with its registered office in Trzebownisko (address: Trzebownisko 4, 36-001 Trzebownisko), entered in the Register of Entrepreneurs of the National Court Register under No. 0000621434; registration court in which the company's documentation is kept: District Court in Rzeszów, XII Commercial Department of the National Court Register, NIP number: 7941822123 and REGON: 364610423, e-mail address: biuro@etransporty.pl.
	13. **ACT ON CONSUMER RIGHTS, ACT** - the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014 item 827, as amended).
	14. **SEARCHER** - free Electronic Service, available to all Clients, a search engine located on the Website that allows searching for Ads posted on the Internet Service .

**3)   GENERAL CONDITIONS FOR USING ETRANSPORTY.PL**

1. The platform was created Etransporty.pl and to facilitate Recipients to post, browse and search Advertisements in the field of the broadly understood transport services industry .
2. Announcements on the Website are for information purposes only and do not constitute an offer within the meaning of art. 66 § 1 of the Civil Code. The purpose of concluding a transport contract is always to contact the Customer - the advertiser already outside the Website and to establish details by interested parties. The Owner of the Website is not the author of the messages posted on the Website by its Customers. The Website also does not allow its Customers to enter into a contract for using the services or products contained in the Advertise .
3. The Service User is obliged to use the Website in a manner consistent with the law and morality with respect for the personal rights and copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the actual state. The recipient is prohibited from providing unlawful content.
4. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) Internet browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and above, Microsoft Edge version 25.10586.0.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser .
5. The administrator of personal data processed on the Website in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data are processed for purposes within the scope and on the basis of the principles and principles set out in **the privacy policy** published on the Website. The privacy policy contains primarily rules for the processing of personal data by the Administrator on the Website, including the basis, purposes and scope of processing personal data and the rights of data subjects, as well as information on the use of cookies and analytical tools on the Website . Using the Website. Similarly, the provision of personal data by the User or the Customer using the Website is also voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the contract and statutory obligations of the Service Provider) .
6. The service provider adheres to art. 14 para. 1 of the Act on Electronic Services of July 18, 2002 (Journal of Laws of 2002 No. 144, item 1204, as amended), according to which: *it is not liable for stored data, whoever discloses the resources of the ICT system for storage data by* *the* *recipient is not aware of the unlawful nature of data or related activities, and in the event of receiving official notification or obtaining a reliable message about the unlawful nature of data or related activities will immediately prevent access to this data* .

**4)   USE OF ELECTRONIC SERVICES by the customer**

1.         Use of the Website on the terms set out in the Regulations may be provided to any Recipient.

2.         The Service Recipient may use the following Electronic Services on the Website:

**and.**         **Stock Exchange** **.**

**b.**        **Account.**

**c.**         **Newsletter** **.**

**d.**        **Search engine.**

3.         A detailed description of the Electronic Services and the rules of their operation is available on the Website.

4.         The Service Provider is obliged to provide Electronic Services without defects.

5.         Access to the Website and viewing orders is free of charge .

6.         Placing a transport advertisement , transport offer it is, in principle, payable in the form of payment of a subscription on the terms specified in the Price List . To post an Ad, an Account must be created. During the first period, the fee is PLN 0.

7.         Use of the **Ads Exchange** consists in searching and browsing for available Advertisements as well as adding new Ads . In order to add an Ad to the Services Exchange, you must comply with the conditions for placing Advertisements described in point 5 of the Regulations.

8.         The site is distinguished by an account dedicated to broadcasters and an account dedicated to carriers.

9.         **Using the Account** is possible after completing a total of four subsequent steps by the Customer - (1) choosing the type of Account ; (2 ) filling out the registration form, (3 ) clicking the " **Register** " box and (4) confirming the registration via a message sent to the e-mail address provided . In the registration form, the following information must be provided by the Service Recipient : name and surname, address of residence (street, house number, apartment number, zip code, city , province ) , e-mail address , telephone number and password . If you choose Account "I am a professional: it is necessary to provide your specialization and tax identification number.

10.     In the case of an Account dedicated to carriers - to activate the Account, it is also necessary to send an activation transfer for the amount of PLN 1 to verify the given data. Data verification takes place within 48 hours.

11.     **Using the** **Newsletter** it is possible after giving an e-mail address on the Website and clicking on the **action** field **.** The Service Recipient may, at any time and without giving reasons, opt out of receiving the Newsletter by sending an appropriate request to the Service Provider, for example via e-mail to the following address: biuro@etransporty.pl

12.     Using **SearchWark** is free of charge and does not require the creation of an Account.

13.     **Using the Search Engine** begins with the moment of transition to the appropriate tab available on the Website, entering the search phrase and clicking on the action field. Using the Search Engine is one-time and ends after using it.

14.     The Service Recipient has the option, at any time and without giving any reason , to delete the Account (resignation from the Account) by sending a relevant request to the Service Provider, for example via e-mail to the following address: biuro@etransporty.pl .

**5)   CONDITIONS OF POSTING ADVERTISEMENTS**

1.         One of the possibilities of an Account on the Website is placing the Advertisement , which will then be visible on the Website for all visitors to the Website . Placement of the Announcement is possible by using the Advert form available on the Website - it is possible to fill it in after logging in to your account on the Website . Depending on the type of Announcement, it is required to provide data in the form of a mandatory Announcement as required and click on the action field . The announcement is posted on the Website automatically it no later than within 24 hours of clicks field action.

1.         With the cancellation of the Advert is payable, on the terms indicated in the Price List and on the Website before using the paid functionalities of Advertisements.

b.        The fee for using payable functionality of Adverts may be paid in the form of a subscription . The amount of fees and its types are indicated in the Price List and each time on the Website website before using the paid functionalities of Advertisements.

c.         Access to paid functionalities of Advertisements is possible after paying the subscription by the Customer. Access to paid functionalities is activated by the Service Provider within 48 hours from the date of payment. The Customer is obliged to make the payment immediately, no later than within 7 days.

d.        The service provider provides the following payment methods:

and.       electronic payments via Dotpay.pl - DOTPAY COMPANY WITH LIMITED LIABILITY with its registered office in Krakow at ul. Wielicka 72, 30-552 Kraków, entered in the Register of Entrepreneurs of the National Court Register under No. KRS 0000700791 by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Department, holding NIP 6342661860 and REGON 240770255, with share capital of PLN 4,000,000.00 total contributed. .

2.         The User placing the Advertisement is obliged to post only real, reliable and not misleading information on the Website.

3.         The User placing the Advertisement is obliged to publish factual, clear, understandable, reliable and non-misleading information regarding the subject and terms of the Announcement. Placing an Advert may not violate the provisions of generally applicable law or the rights of third parties. The announcement should reflect the actual intention of the Customer. The announcement, its subject matter and content should be in accordance with the law and morality, in particular respect for personal rights and copyrights and intellectual property of the Service Provider, other Service Users and third parties. **Annex No. 1** to the Regulations lists the items and services that can not be the subject of Announcements on the Website or in relation to which appropriate restrictions are introduced, which does not violate the provisions of generally applicable law, to the extent that these provisions introduce additional restrictions or prohibitions .

4.         The Service Recipient is obliged to place the Advert in the appropriate category for a given type of Adverts and in Polish .

5.         The Service User is obliged not to post **any unlawful** **content as well as advertising** , advertisement or commercial information encouraging the use of services competing with the Website, as well as website addresses, names and logos of such advertisements (including by removing them) **.** Internet services .

**6)   CONTACT WITH ETRANSPORTY.PL**

Current main form of communication from the Service Provider is electronic mail (e-mail: biuro@etransporty.pl) and traditional mail (Trzebownisko 4, 36-001 Trzebownisko), through which you can replace NIACE us information about using Etransporty.pl . Customers can contact us also for other legally acceptable ways.

**7)        COMPLAINTS ABOUT ETRANSPORTY.PL**

1.         Complaints regarding the implementation and execution of the contract of carriage already concluded outside of the Website should be directed to the carrier / entity responsible for this - to the address indicated to the Service Recipient in the course of concluding the contract.

2.         Complaints related to the operation of the Website you can apply for example, by electronic mail (e-mail) to: biuro@etransporty.pl or in writing to the following address: Trzebownisko 4, 36-001 Trzebownisko.

3.         We recommend providing in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the irregularity ; (2) your claim ; and (3) contact details of the complainant - this will facilitate and speed up the consideration of the complaint by the Service Provider . The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of complaints filed without the recommended description of the complaint.

4.         We will respond to your complaint promptly, no later than within 14 calendar days from the date of its submission. In the case of consumers , the reaction to the above date means that the Service Provider considered the complaint justified.

**8)        WITHDRAWAL FROM THE AGREEMENT**

1. This section of the Regulations applies only to Customers who are consumers.
2. The right to withdraw from a distance contract is not granted to the consumer in relation to contracts **(1) for the provision of services, if the Service Provider performed the service fully with the express consent of the consumer who was informed before the provision that he would lose his right to withdraw from the contract** ; (2) in which the subject of the service is a non-prefabricated item , manufactured according to the specification of a consumer or serving to satisfy his individual needs; ( 4 ) for delivery of digital content that is not recorded on a tangible medium if the performance commenced with the consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the contract .
3. Subject to point 8 sec . 2 r egulaminu a consumer who has a contract at a distance, may, within 14 calendar days to withdraw from it without giving any reason and at no cost.
4. To comply with the deadline for withdrawal from the contract, it is enough to send a statement before its expiry. The declaration of withdrawal from the contract may be made, for example: in writing to: Trzebownisko 4, 36-001 Trzebownisko or in electronic form via e-mail to the following address: biuro@etransporty.pl .
5. The period for withdrawing from the contract begins for the contract whereby the Service Provider issues the item, being obliged to transfer its ownership - from taking possession of the goods by the consumer or a third party other than the carrier, in the case of a contract which: (1 ) includes many things that are delivered separately, in batches or in parts - from taking possession of the last thing, party or part, or (2) it consists in regularly delivering things for a definite period - from taking possession of the first item. For other contracts, the period of withdrawal starts from the date of conclusion of the contract.

**9)        OUT-OF-COURT METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES**

1. Detailed information on the possibility of the Client using the extrajudicial method of dealing with complaints and pursuing claims as well as the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at: [https://uokik.gov.pl/pozasadowe\_rozwiazywanie\_sporow\_konsumenckich.php](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php) .
2. A contact point (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or a written address: Plac Powstańców Warszawy 1, Warsaw.) Also operates at the President of the Office of Competition and Consumer Protection. Its task is, inter alia, to provide assisting consumers in matters relating to the out-of-court resolution of consumer disputes .
3. The consumer has the following exemplary possibilities of using out-of-court complaint and redress solutions: (1) an application to settle a dispute to a permanent amicable consumer court (for more information, please visit: http://www.spsk.wiih.org.pl/); (2) a motion regarding extrajudicial resolution of the dispute to the provincial inspector of the Trade Inspection (more information on the website of the inspector competent for the place of the economic activity of the Seller); and (3) help from the poviat (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided, among others, via e-mail at porady@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (call center on Business Days, 8:00 - 18:00, call fee according to the operator's tariff).
4. An online platform for settling disputes between consumers and entrepreneurs at the EU level (ODR platform) is available at http://ec.europa.eu/consumers/odr. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a contractual obligation arising from an online sales contract or a service contract (more information on the platform website itself or on the Internet site of the Office of Competition and Consumer Protection) : [https://uokik.gov.pl/spory\_konsumenckie\_faq\_platforma\_odr.php](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php) ).

**10)    PROVISIONS REGARDING COMPANIES**

1.         This section of the Rules only applies to Service recipients who are not consumers.

2.         The service provider is entitled to remove content posted by the Client is not a consumer of the Website if it deems them to be incompatible with the subject of Internet Service ego, false, inaccurate, indecent, offensive or violate the rights of third parties.

3.         Resignation of a Customer who is not a consumer from the use of paid functionalities of the Website during their duration does not entitle him to refund the fee for the remaining period of their duration.

4.         The Service Provider has the right to withdraw from the contract for the provision of Electronic Services concluded with the Customer who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the contract in this case may take place without giving a reason and does not give rise to any claims on the part of the Service Receiver who is not a consumer in relation to the Service Provider.

5.         The Service Provider may terminate the Service Provider who is not a consumer an agreement for the provision of Electronic Services with immediate effect and without indicating the reasons by sending an appropriate statement to such a Customer.

6.         The Service Provider is entitled at any time to take actions aimed at verifying the truthfulness, accuracy and accuracy of information provided by a non-consumer . In the scope of verification, the Service Provider is entitled to, among others to request a non-consumer Recipient to send a scan of the certificates, certificates or other documents necessary to carry out the verification. During the verification referred to in the preceding sentence, the Service Provider is entitled to suspend the Account of the Service Recipient who is not a consumer for the duration of the verification.

7.         The Service Provider is liable to the Customer who is not a consumer , irrespective of its legal basis, only up to the amount of the last fee paid for using the Website, and in the case of its lack up to the amount of 1 . 0 0 0 , 00 (one thousand) PLN. The Service Provider shall be liable to the Customer who is not a consumer only for typical and actually incurred damages predictable at the time of concluding the contract, excluding lost profits.

8.         The Service Provider shall not be liable to the Customer who is not a consumer liable for damages and failure to fulfill obligations resulting from force majeure or any other reasons beyond the Service Provider's control.

**11)    COPYRIGHT**

1.         Copyrights and intellectual property rights to the Website as a whole and its individual elements, including content, graphics, works, designs and characters available within its scope belong to the Service Provider or other authorized third parties and are protected by the Copyright and other generally applicable laws rights. The protection granted to the Website covers all forms of their expression.

2.         Trademarks of the Service Provider and third parties should be used in accordance with applicable law.

**12)    FINAL PROVISIONS**

1.         Agreements concluded through Etransporty.pl are concluded in accordance with Polish law and in Polish.

2.         Change of Regulations - The Service Provider reserves the right to make changes to the Regulations for important reasons, this is: changes in the law; adding new Electronic Services - to the extent to which these changes affect the implementation of the provisions of these Regulations. The amended Regulations are binding for the Service Recipient if the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, he was properly informed about the changes and did not terminate the contract within 14 calendar days from the date of notification. In the event that a change to the Regulations would result in the introduction of any new fees or increase in the existing Customers, who is a consumer, has the right to withdraw from the contract.

3.         In matters not covered by these regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on Electronic Services of July 18, 2002 (Journal of Laws of 2002 No. 144, item 1204, as amended); Consumer Rights Act and other relevant provisions of generally applicable law.

**Thank you for your careful reading!**

If you have any questions, we are always at your disposal - please contact us.

**We invite you to cooperation,**

**Team** **Etransporty.pl**

**13)    ANNEX NUMBER 1 FOR REGULATIONS - LIMITATIONS ON THE OBJECT OF ADVERTISINGS ON THE INTERNET SERVICE**

This Annex to the Regulations of the Website exchanges items and services that can not be the subject of Announcements on the Website or in relation to which appropriate restrictions are introduced, which does not violate the generally applicable laws, to the extent that these provisions introduce additional restrictions or prohibitions.

The subject of the Announcement on the Website may not be:

* Objects, services or photographs (including in digital form) containing erotic or pornographic content, in particular pornographic content involving persons under the age of 15, related to the use of violence or involving animals;
* Objects or photos (also in digital form) containing content calling for hatred on the basis of national, ethnic, racial or religious differences, or because of their denomination;
* Psychotropic substances and intoxicants, in particular drugs, boosters, and other substances that are intended to be used as substitutes, regardless of whether the possession and trade of such substances and agents is legally prohibited;
* Objects, works, content or programs that infringe the copyright or intellectual property rights of third parties;
* Explosives and pyrotechnics (eg fireworks, hoods, smoke candles);
* Alcoholic beverages and tobacco products, as well as unprocessed tobacco;
* Shares in companies, shares, bonds and other securities, receivables, participation units in investment funds, insurance policies and products, and any other financial instruments offered as a form of investing or depositing cash, with the exception of securities in a material form of exclusive collector value. The ban also includes cryptocurrencies (eg bitcoin , litecoin , dogecoin etc.) as well as services and related products;
* Medicinal products issued on the prescription of a doctor;
* Human or animal organs;
* Live or dead animal specimens (and parts or derivatives thereof) belonging to the species included in the currently applicable Annexes A to D of Council Regulation (EC) No. 338/97 of 9 December 1996 on the protection of species of wild fauna and wildlife flora by regulating trade therein;
* Weapons and ammunition, whose possession or turnover requires obtaining a proper permit or registration and gas throwers, including pepper spray, regardless of whether their possession or trade is restricted by law;
* Dogs and cats, marketed outside their places of breeding or breeding, and animals that do not have a pedigree or birth certificate.

**14)    ANNEX 2 FOR THE REGULATIONS - FORM OF THE FORM OF WITHDRAWING (ANNEX NUMBER 2 OF THE CONSUMER'S RIGHTS ACT)**

**A model withdrawal form**
*(this form should be filled in and returned only if you wish to withdraw from the contract)*

- Addressee:

**P2 POLAND A COMPANY WITH LIMITED LIABILITY**
Trzebownisko 4, 36-001 Trzebownisko
biuro@etransporty.pl

- Ja / My (\*) hereby inform / inform (\*) about my / our withdrawal from the contract of sale of the following items (\*) contract for the supply of the following items (\*) contract for a work involving the following items (\*) / for the provision of the following service (\*)

- Date of conclusion of the contract (\*) / receipt (\*)

- Name and surname of consumer (s)

- Consumer (s) address

- Signature of the consumer (s) (only if the form is sent in paper version)

- Date

(\*) Delete as applicable.