



# Terms and Conditions of Use of the ComArr Freight Exchange Databank

These Terms of Use of the ComArr Freight Exchange Databank are general terms and conditions within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code.

## 1. Purpose of the ComArr Freight Exchange Databank

The ComArr Freight Exchange Databank is operated by ComArr, spol. s r.o. to enable the exchange of information on road freight transport requirements between individual entities that demand or offer transport. At the same time, the ComArr Freight Exchange Databank contains information about the individual entities that participate in the exchange of information using the ComArr Freight Exchange Databank.

## 2. Definition of terms

**Contract** - the Contract on Providing Access to the ComArr Freight Exchange Databank concluded between ComArr, spol. s r.o. as the provider of access to the ComArr Freight Exchange Databank and the user of the ComArr Freight Exchange Databank.

**The Provider** - ComArr, spol. s r.o. as the provider of the authorization to access the ComArr Freight Exchange Databank under the Contract.

**User** - a user of the ComArr Freight Exchange Databank using the services of the ComArr Freight Exchange Databank under the Contract.

**Databank** – the ComArr Freight Exchange Databank as a set of information stored on computer technology resources used for sharing information among the Users.

**Price List** - the Price List of Services of the ComArr Freight Exchange Databank published by the Provider on its website at [spedice.comarr.cz/dokumenty](https://spedice.comarr.cz/dokumenty).

**Terms and Conditions** - a document published by the Provider on its website at [spedice.comarr.cz/dokumenty](https://spedice.comarr.cz/dokumenty).

**Rules** - the ComArr Freight Exchange Databank Rules of the User Code of Conduct published by the Provider on its website at [spedice.comarr.cz/dokumenty](https://spedice.comarr.cz/dokumenty).

**Software** - software enabling the User to access the Databank.

**Message** - a message for all Databank Users, forwarded to the Users through a special function built into the Software.

### **3. Changes and publication of documents**

The Provider publishes these Terms and Conditions, as well as the Rules and the Price List on the Internet via its website at [www.comarr.cz](http://www.comarr.cz). The Provider reserves the right to modify any of these documents as necessary. The Provider shall announce such changes through a Message accessible to the User when using the Software. The Provider shall not be liable for any damage caused to the User as a result of non-acceptance of the Message.

### **4. Delivery**

All documents concerning the contractual relationship between the User and the Provider will be delivered to the other party by one of the following options:

- By message to the data box.
- By email message sent to the authorized contact email specified in Article 1. of the Contract, as amended, if applicable, under Article 11 of this document and recorded by the Operator in the Databank.
- By regular mail.

### **5. Method of providing access to the Databank**

The Provider shall provide the User with means of access to the Databank, such means being the Software or access data to specialized interfaces accessible via the Internet. The Provider shall provide the User with the Software for providing access to the Databank free of charge. The User undertakes to use the Software only for this purpose. The User also undertakes to comply with the licence terms applicable to the Software. The User acknowledges that an Internet connection is required to access the Databank and that this connection, as well as the necessary hardware equipment, must be provided by the User at his/her own expense.

### **6. Legal responsibility for stored data**

All legal responsibility for the truthfulness and legal purity of the data stored in the Databank rests exclusively with the User who entered the data into the Databank, changed them, or requested the Provider to enter them.

The Provider expressly states that it is not liable for the content of the data stored in the Databank by its users, in particular for the content, truthfulness, and accuracy of transport offers and free transport capacities, nor for damages incurred by the User or other persons in connection with the use of data stored in the Databank by other Users. The Provider is also not responsible or liable for the fulfilment of the obligations of individual Users arising from the transactions concluded between individual Users based on the offers contained in the Databank. The Provider is not responsible in any way for the unavailability of the Databank caused by the condition of the User's equipment and the condition of the User's Internet connection. Similarly, the User is not liable for the unavailability of the Databank caused by third parties, in particular, but not only, Internet connection providers, energy suppliers, etc. Furthermore, the Provider is not responsible for the unavailability of the Databank caused by force majeure. By signing the Contract, the User expressly agrees to the provisions of this paragraph.

## **7. Content of data stored in the Databank**

The Databank contains the following information:

- basic data of companies (the Users) specified in the Contract concluded between the User and the Provider,
- extended contact details of the Users entered at their request,
- information about the transport or available means of transport offered to the Users,
- advertisements on the topic of freight transport.

## **8. Use of data stored in the Databank**

The User is granted the right to enter information about their offers and related information into the Databank. At the same time, he/she is allowed to view the offers stored in the system by other Users. The data stored in the Databank may be used by the User exclusively to contact another User for the purpose of business negotiations on an offer or advertisement published by the User.

Users may not use the information stored in the Databank for other purposes. In particular, the User is not entitled to use the contents of the Databank or its parts for the creation and presentation of their own similar databases or for the benefit of third parties operating similar databases, or for sending unsolicited mass messages.

## **9. Data storage**

The Provider reserves the right to store data on all activities of the User while using the Databank. This data includes, but is not limited to, technical information about the connections made, which identifies the User's device, time, and, where applicable, the location of the connection. This data is used to ensure the security of the Databank's operation, to identify and prevent error conditions, to improve the Databank's functions, and to transmit the data to the authorized state authorities.

## **10. Establishment of the contractual relationship**

The Provider reserves the right not to conclude the Contract with a potential User without giving any reason.

The Provider reserves the right to receive information regarding the contractual relationship established by the Contract only from the authorized telephone number or authorized e-mail address specified in Article 1. of the Contract. The Provider also reserves the right to verify this information in public registers.

## **11. Obligation to notify changes**

The User is obliged to notify the Provider without delay of the following facts:

- Any changes that affect the registration of information about the User in public registers, in particular changes in identification data, data on the person authorized to act for the User, and data on the registered office.
- Changes to the authorized contact details referred to in Article 1. of the Contract.

**12. Termination of the contractual relationship by the Provider**

The Provider may terminate the contractual relationship established by the Contract by giving notice under Article 5. of the Contract. In addition, the Provider reserves the right to withdraw from the Contract and thus withdraw access to the Databank immediately in the following cases:

- If the User has entered into liquidation.
- If the User has been declared an unreliable VAT payer.
- If insolvency proceedings have been initiated in respect of the User's property.
- If the User loses the authorization to conduct his/her business activity.
- If there is no validly appointed statutory representative on the User's side.
- If there is a substantial change in the ownership structure of the User.
- If the User's property is subject to execution or is affected by the execution of a decision.

**13. Consequences of breach of the Terms and Conditions or the Contract**

If the User violates these Terms and Conditions or the Contract in a material way, the Provider reserves the right to withdraw from the Contract and immediately withdraw the User's access to the Databank. A breach of the Terms and Conditions or the Contract by the User in a material manner shall be deemed to be primarily, but not exclusively:

- Failure to pay an invoice for access to the Databank more than 30 days after it is due.
- Providing false information in the Databank.
- Failure to notify changes under Article 11. of these Terms and Conditions.
- Repeated (at least twice) proven non-payment of a legitimate claim arising from a transaction arranged based on data from the Databank with another User.
- Entering data into the Databank that contravenes the Rules.
- Disclosure of information that is or may be in breach of legal or other binding regulations.
- Use of the contents of the Databank or any part thereof in violation of the scope of the granted authorization.

**14. Consequences of violation of the Rules**

If the User violates the principles of using the Databank set out in the Rules in a material way, the Provider reserves the right to withdraw from the Contract and immediately withdraw the User's access to the Databank. A violation of the Rules by the User in a material manner is considered to be primarily, but not exclusively:

- Providing false information in the Databank.
- Attempted fraudulent activity using information from the Databank.
- Attempt to deliberately harm another Databank User or Provider.

**15. Notice of withdrawal from the Contract**

If the Operator withdraws from the Contract with the User, it will notify the User by a message sent to the Data Box. In the event that the User cannot be sent the message by data mailbox, then the notice of withdrawal from the Contract will be sent to the User through an email message sent to the authorized contact email specified in Article 1. of the Contract, as amended under Article 11. of this document and registered by the Operator in the Databank, or by regular mail.

**16. Suspension of access to the Databank**

Without prejudice to the Provider's right to withdraw from the Contract, the Provider is entitled to suspend the User's access to the Databank in the event of a breach of the Contract, the Terms and Conditions, or the Rules by the User in a material way, in particular in the cases referred to in Articles 13. and 14. of this document, until the User remedies or until the termination of this Contract by withdrawal. The Provider is also entitled to suspend the User's access to the Databank if the User is in default in payment of the price for access to the Databank, starting from the first day of default. In such a case, access to the Databank will be restored by the Provider after the User has paid the invoice in full. The full payment of the invoice shall be deemed to be a verifiable credit of the full invoiced amount to the Provider's bank account. Suspension of access means preventing the User from connecting to the Databank, viewing its contents, and entering new offers into the Databank.

If the Provider suspends the User's access to the Databank, it shall notify the User through an email message sent to the authorized contact email specified in Article 1. of the Contract, possibly changed according to Article 11. of this document and registered by the Operator in the Databank.

**17. Billing**

The User shall pay the price according to the applicable Price List monthly based on an invoice sent to the invoicing email specified in Article 1. The invoice will be issued at the beginning of the month in which access to the Databank is granted. The date of the taxable transaction will be the first day of the month in question.

**18. Maturity of invoices**

The due date of invoices issued by the Provider to the User for providing access to the Databank is set at 14 days from the date of invoice.

**19. Consequences of Termination of the Contract**

If the Contract is terminated for any reason, then the Provider shall remove the information stored in the Databank concerning the User with whom the Contract was terminated on the date of termination.

**20. Processing of personal data by the Provider**

The Provider is a personal data controller under the EU Regulation 2016/679 (GDPR). The User acknowledges and informs his/her employees that the Provider will process the personal data of the

User, or his/her employees listed as contacts, including their publication in the Databank, within the scope of:

- name and surname
- email address
- telephone connection
- business address, billing address
- ID number and VAT number in the case of an entrepreneurial natural person
- any additional contact and supplementary data entered based on the User's request
- data about the User's offers or inquiries entered by the User into the Databank.

The processing of this data is necessary for the performance of the Contract and the protection of the Provider's legitimate interests, in particular concerning the exercise of its rights under the Contract against the User. For the Provider's legitimate interest, the Provider will further process the data referred to in Article 9. of this document. Further information on the processing of personal data by the Provider is provided in the document Privacy Policy available on the Provider's website:

<https://www.comarr.cz/pdf/ochrana-osobnich-udaju.pdf>

## **21. Processing of personal data by the User**

By signing the Contract, the User expressly states that he/she is familiar with the principles of personal data processing and is able to ensure their proper protection. This applies in particular to personal data obtained from information stored in the Databank.

## **22. Sending commercial communications**

By signing the Contract, the User agrees to receive commercial communications related to the Databank operation by email or by using the internal messaging system built into the Software.

## **23. Final provisions**

If any provision of the Contract, the Terms and Conditions, or the Rules becomes ineffective, invalid, or unenforceable, the other provisions shall remain in effect. In the case of the Terms and Conditions and the Rules, the invalid provision shall be appropriately replaced by the Provider. If such a provision is contained in the Contract, then the Provider shall propose a suitable solution to the User in the form of an amendment to the Contract.

## **24. Validity of the Terms and Conditions**

**These Terms and Conditions of Use of the ComArr Freight Exchange Databank are valid and effective from 1 February 2024.**

These Terms of Use of the ComArr Freight Exchange Databank shall expire on the date of entry into force of their new version.