

Contract for the use of the Freight Portal

1. Concepts

- 1.1. **Administrator** – private limited company Seilecs.
- 1.2. **Freight Portal** – an interactive environment for the mediation of transportation and cargos, provision of information about the transportation of goods, cargos, bus trips and the transportation resources of the carrier.
- 1.3. **User** – a legal or natural person, who uses the Freight Portal to upload transportation-related information, to find necessary information or in other ways.
- 1.4. **User level** – the rights granted and liabilities established for the User for using the Freight Portal and Services. The Freight Portal has two customer types: **Unregistered User** and **Registered User**.
- 1.5. **Services** – the services offered to Users through the Freight Portal, including a possibility to carry out activities through which the Users have a possibility to browse the information in the database, to perform sorting activities and to obtain information about transportation, cargos and Offers made in relation thereto, and to obtain the contact details of legal and natural persons who offer transportation and cargos. In addition, Registered Users shall also have a possibility to publish Offers about the transportation of goods, about cargos, means of transport and bus trips, to perform searches in the database, to carry out sorting, etc.
- 1.6. **Contract** – a transaction between the Administrator and a User for using the Freight Portal and Services.
- 1.7. **User Instructions** – the instructions developed by the Administrator for the use of the Freight Portal and the Services provided therein.
- 1.8. **Database** – the body of data about transportation offers, cargos and bus trips administered by the Administrator. In the database it is possible to search transportation, cargos, bus trips and possibilities to use the means of transport, based on defined criteria.
- 1.9. **Price List** – the list of fees established by the Administrator to Registered Users for the use of Services in the Freight Portal.
- 1.10. **Content** – the information entered into the Database by the Administrator and Registered Users, including Offers and other documents of the Freight Portal.
- 1.11. **Offer** – a written text, which is connected to transportation and cargos entered into the database and may be supplemented with photos.
- 1.12. **Software** – a computer program, which is used to collect and store data, to perform searches in the Database with various parameters, to make the content of the Database available to Users and to carry out other data processing operations.
- 1.13. **Business and personal data** – the data in the database of the Freight Portal, helping to identify a legal or a natural person.
- 1.14. **Person in charge** – a person authorised by the Administrator and responsible for monitoring the use of the Freight Portal, for random inspection of information uploaded by Registered Users and for the implementation of legal remedies provided in the Contract, if needed.

2. Data and operations of the Administrator

- 2.1. The Administrator of the Freight Portal is Seilecs OÜ (registry code 12017081, located at Lootsi 3a, postal code 10151, Tallinn).
- 2.2. The Administrator offers information and consultation services in logistics, engages in the development of logistic software, in the administration, maintenance and development of the Freight Portal.
- 2.3. Requests, questions, propositions and complaints in relation to the Freight Portal and Services should be presented to the Administrator at the e-mail address info@seilecs.com. The letter shall be deemed received in a reasonable time required for becoming acquainted with the letter, after it has been forwarded to the e-mail server of the Administrator.
- 2.4. If sending requests, questions, propositions or complaints by e-mail is not possible, these can be sent to the Administrator also at the postal address Lootsi 3a 10151, Tallinn. In such case the respective consignment shall be deemed as received by the Administrator pursuant to the procedure established in the general part of the Civil Code Act.

3. Main conditions for the use of the Freight Portal

- 3.1. The Freight Portal is intended for the provision of the Services to the User.
- 3.2. Becoming familiar with any piece of information located in the Freight Portal or the use of such information in whichever way, primarily the use of the Services, shall be deemed as the use of the Freight Portal.
- 3.3. The Freight Portal may be used only in compliance with the User Instructions. In case the User does not agree with the terms and conditions of the Contract or does not use the environment in compliance with the User Instructions, they shall not have the right to use the Freight Portal. The User Instructions are available to the User under the content section "Use".
- 3.4. User Instructions are drawn up in Estonian. The Administrator provides the User also with a translation into Russian with the purpose of facilitating the understanding of the conditions. In case of discrepancies between the version in the Estonian language and the translation, the version in Estonian shall be proceeded from.
- 3.5. Using the Freight Portal is permitted only with a general-purpose web browser (such as Firefox, Internet Explorer, etc.). It is not permitted to use the Freight Portal with programs that send to the web site automatic queries with any objectives.
- 3.6. In order to use the Freight Portal, the person should conclude a Contract with the Administrator. A prerequisite for the conclusion of the Contract is that the User accepts the terms and conditions of the Freight Portal Contract.
- 3.7. The User is responsible for becoming thoroughly familiar with the conditions of the Contract prior to the conclusion of the Contract.
- 3.8. Depending on the type of the User, the Contract shall be concluded with the Administrator as follows: in case of Unregistered Users the Contract is concluded at the actual moment, when the User starts to use the Services. In case of Registered Users the Contract is concluded at the moment, when the User receives the user rights for the user account of the Freight Portal.
- 3.9. Should the User wish to use the Freight Portal in some other way or for some other purposes than provided in the Contract, a prior written acceptance of the Administrator is required for this.

- 3.10. Registered Users shall pay for the use of the Services of the Freight Portal by a prepayment according to the Price List.

4. User levels

- 4.1. Unregistered Users have a limited access to the Freight Portal and the Services, for which it is not necessary to create a personal user account in the Freight Portal. The rights and obligations of Registered Users do not extend to Unregistered Users.
- 4.2. Registered Users – can use the Freight Portal and Services with the help of a personal user account in the Freight Portal. In addition, the Registered Users shall also have the rights and obligations of Unregistered Users.
- 4.3. Unregistered Users shall have the right to become acquainted with the content of the Freight Portal, to perform searches in the database and to use the obtained information as a legal person in their business activities or as a natural person for their transportation needs. They shall also have a possibility to register and receive a personal user account in the Freight Portal.
- 4.4. With the conclusion of the Contract, the Registered Users obtain the right to use the web environment to offer transportation, notify the market about available transportation resources or to offer cargos and bus trips. After the payment of the invoice issued by the Administrator, the User acquires the status of a Registered User in the Freight Portal for the period for which the payment was made. The status of a Registered User shall become effective from the moment of obtaining the username and password for entering the environment.
- 4.5. In the Freight Portal, Registered Users shall have the right to enter, edit or delete Offers related to the possibility to use transportation, cargos, bus trips and means of transport, also to send their own offers and queries by e-mail directly from the Freight Portal. Registered Users shall have a possibility to change the User details related to their company and contact details, and to change the password.

5. Registration

- 5.1. At registration the User must present the compulsory data requested by the Administrator, and to accept the terms and conditions of this Contract. In the user interface for registration, the Administrator has created a respective possibility to accept the Contractual conditions for the use of the Freight Portal. In order to accept, the User clicks on a radio button intended for this purpose, while filling in the registration form.
- 5.2. After registration and making the prepayment for the Services, the User shall obtain a personal user account in the Freight Portal.
- 5.3. The user account is active in the period for which the prepayment was made.

6. Entering of offers

- 6.1. The information entered to the work forms of the Freight Portal may not be in conflict with the legal acts valid in the Republic of Estonia. The information may not contain improper expressions or be offensive to people at national or any other level.
- 6.2. The Administrator shall have the right to inspect the offers entered in the Freight Portal. In case the content or form of an offer is in conflict with point 6.1, the Administrator shall have the right to remove a part of the text/photos of the offer. The Administrator shall also have the right to remove the whole offer, if necessary.

- 6.3. The offers entered in the Freight Portal should contain the whole necessary information. Offers should be precise, accurate and the information included should be valid in real time. The uploaded information should comply with the good practices of entering information in a web environment, be based on facts and contain no appraisals.
- 6.4. Users may not use the Freight Portal for advertising and commercial announcements. The information entered in the data fields should comply with the designation of the data fields.
- 6.5. The text and picture files uploaded by the User to the Freight Portal may not contain computer viruses that can damage or hinder otherwise the normal functioning of the Freight Portal, or which save themselves into the computers of Users and hinder or damage their regular work.
- 6.6. The Administrator shall not be responsible for monitoring the information saved in the Freight Portal and for searching false information among the information or facts and circumstances indicative of unlawful activities.

7. Conclusion of contracts necessary for the use of shipping services

- 7.1. The activities of the Administrator are limited to providing the Services through the Freight Portal. The Administrator shall not mediate the conclusion of shipping contracts, forwarding contracts and other contracts concluded for the provision of shipping services, and shall not function as a mediator, including as their agent or a broker, in the conclusion or preparation of such contracts concluded as a result of Offers and other information published by Users in the Freight Portal. The Services provided by the Administrator through the Freight Portal shall in no case whatsoever involve the organisation of shipping, i.e. the forwarding service, and the Administrator shall not enter into any forwarding contracts or assume any forwarder's obligations to Users.
- 7.2. The Users shall conclude the shipping, forwarding and other contracts necessary for transportation services on the basis of Offers and other information published in the Freight Portal, without the mediation or interference by the Administrator, and shall themselves take the responsibility for the execution of contracts and agreements concluded between them.

8. Payment for the Services

- 8.1. The Services named in the Price List are provided by the Administrator for a fee, and the registered Users using such Services named in the Price List or performing the activities named in the list shall undertake to pay a fee for this to the Administrator according to the effective Price List.
- 8.2. The Price List is published in the Freight Portal. The Administrator shall have the right to change the Price List by publishing the new Price List in the Freight Portal and notifying the Registered Users about the changes in the Price List 30 days in advance. In case of changes in the Price List the Registered Users shall have the right to terminate the contract concluded with them for the use of the Services, by not making the prepayment for the next subscription period.

9. Right of authorship

- 9.1. All rights of authorship and related rights (rights of the author of database) to the Freight Portal (as a database) and rights of authorship to the software and the graphic design of the Freight Portal belong to the Administrator.
- 9.2. Users and other persons shall not have the right to reproduce (copy), distribute, forward, translate the Freight Portal and its components, enter these into other databases or to use these in any other way without a prior written approval of the Administrator.
- 9.3. The use of information (Offers) of or included in the Freight Portal by a user or another person for purposes other than transportation activities and fulfilling the needs of transportation without the approval of the Administrator is unlawful and shall lead to liability pursuant to law.
- 9.4. By starting to use the Freight Portal, the User confirms to be aware of the rights of authorship and related rights (rights of the author of the database) of the Administrator and not to violate the rights of the Administrator and not to allow other persons connected to them to violate the respective rights of the Administrator.
- 9.5. By adding Offers to the Freight Portal, the User confirms to own the rights of ownership or other intellectual property rights to these Offers or to hold some other legal basis for adding the Offers.

10. Protection of business and personal details

- 10.1. The Administrator shall collect the Business and personal details of the User in a form that allows written reproduction or in a written form at the conclusion of the Contract, upon provision of Services or by other means upon the use of the Freight Portal by the User in compliance with the terms and conditions of the Contract.
- 10.2. The User shall have the right to request from the Administrator the deletion or closing of Business and personal details, also the closing of the user account.
- 10.3. The Administrator shall store the information about the communication with the User and the operations of the User in the electronic form in the Freight Portal, making extracts from these also in another form, if needed.
- 10.4. The Administrator shall use the given Business and personal details for the execution of the Contract concluded with the User, for the provision of Services, analysis of the activities of the User in the Freight Portal and for the development of the Freight Portal in order to meet User expectations and needs even better, and to fulfil their own obligations arising from legal acts (such as forwarding information to investigative bodies).
- 10.5. The Administrator shall not forward to any third parties the Business and personal details received about Registered Users.
- 10.6. The Administrator shall not use the contact details of Registered Users to forward information that is not related to the use of the Freight Portal.
- 10.7. A Registered User shall undertake to keep the username and password required for the entry to the Freight Portal environment in secret and in a way to avoid third parties from getting these into their possession. A legal person as a Registered User may make the username and password available to their employees for the performance of their work duties. In such case the Registered User shall be responsible for keeping count of the persons to whom the username and password

have been forwarded. A Registered User should make sure that each and every person who has entered Offers in their name, could be identified.

- 10.8. The Registered User should inform the Administrator immediately in the event their username or password has become lost or obtained into the possession of third parties.
- 10.9. The Administrator may be obligated to provide competent institutions upon their requests with information that would enable them to identify those Users of the Services with whom the Administrator has concluded a Contract.
- 10.10. The Administrator shall ensure that the data related to transportation, cargos, trips and contact details entered into the database and to the usernames and passwords shall not be forwarded to third parties in no other form than in the form of data made available to Users in the Freight Portal, and the Administrator shall not use the business and contact details made available to them and the statistics of usage in a way, which would result in a commercial loss or other damages to Registered Users.

11. Quality and availability of Services

- 11.1. The Administrator shall update and develop the Freight Portal in order to provide the User with the best possible service. The Administrator may perform planned and temporary interruptions in the provision of the Services at their own discretion for the duration of maintenance works, providing information thereof at least two (2) days in advance.
- 11.2. The Administrator may perform planned and temporary interruptions in the provision of the Services during the time interval from 00.00 to 06.00.
- 11.3. The Administrator shall observe due care in the turnover and shall make reasonable efforts to ensure that the availability of the Service during the one month-period of any month would not be less than 99.5%. The availability of the Service in a month shall be calculated as follows: $\text{Monthly Service Availability} = (\text{total time in calendar month} - \text{duration of non-availability of Service in the month}) / \text{total time in calendar month} \times 100\%$. At this the maintenance works of which the User was notified, shall not be included in the duration of non-availability.

12. Legal remedies of the Administrator

- 12.1. If the User violates the terms and conditions of the Contract or the good practices effective in the web environment, the Administrator shall have the right to restrict the user rights of the Registered User in the Freight Portal or to close the personal user account of the Registered User in the Freight Portal. The Registered User shall be liable for the activities of all the persons who have been informed or who have obtained information about the username and/or password of the User. The Administrator shall have the right to restrict the access to the Freight Portal from computers through which repeated acts of violation against the Contract, User Instructions or the good practices effective in the web environment have been committed.
- 12.2. If a Registered User commits repeated and substantial violation of the terms and conditions of the Contract, the Administrator shall have the right to stop the User from accessing their user account in the Freight Portal. This may result in the User losing the access to the Services, to the data of their account or any files or other information in the account of the User.

- 12.3. Should it become evident that the content of Offers uploaded by the Registered User is in conflict with the terms and conditions of the Contract, but primarily if it contains untrue or misleading information or is not made for the provision of the transportation services that are actually provided, the Administrator shall have the right to remove the respective Offer from the Freight Portal or to block the access thereto.
- 12.4. The Administrator shall have the right to block the access to the Freight Portal to persons who are using the Freight Portal without the approval of the Administrator in a form or for purposes not prescribed in the terms and conditions of the Contract.

13. Responsibilities of the Administrator

- 13.1. The Administrator shall provide the User with access to the full information entered in the environment (except part of the Business and personal details).
- 13.2. When introducing changes into the functioning of the Freight Portal, the Administrator shall inform the Users thereof through the Freight Portal or by e-mail.
- 13.3. The Administrator shall help the users of the environment in every aspect, offering them free help in the form of consultation by phone during office hours (8.00 – 17.00 on workdays) during the first subscription month, and to reply by e-mail to questions about the working of the environment in a reasonable period after receiving the question or notification.
- 13.4. After the payment of the invoice issued by the Administrator, the Administrator is obligated to issue a password to the Registered User in 48 hours.

14. Liabilities of the Administrator

- 14.1. The Administrator shall not verify the validity of the data entered by Users in the Freight Portal, incl. the validity (accuracy) of Offers, and shall not be liable for the correctness of such data. The Administrator shall also not verify if the persons offering transportation services and related services through the Freight Portal are capable of providing such services as required, and therefore shall not be liable for a failure to provide or for non-standard provision of the respective services and the consequences thereof.
- 14.2. The Administrator shall not be liable for damages incurred by the User or a third party in relation to the Administrator removing an Offer from the Freight Portal or blocking access thereto for the reason that the Offer had been in conflict with the terms and conditions of the Contract.
- 14.3. The Administrator shall not be liable for a temporary interruption in the Service, if this occurs in the framework of notified maintenance works or due to an interruption in the server service for technical reasons.
- 14.4. The Administrator shall not be liable for a temporary interruption in the Service, which occurs for reasons beyond the control of the Administrator (such as interruption in internet connection) or for circumstances, which could not have been reasonably prevented by the Administrator.
- 14.5. The Administrator shall not assume any liability for failures in the operation of the Freight Portal or for short-term interruptions in the work, if these occur due to the activities or inaction of the web hosting service provider.

- 14.6. In the event of a web attack, which results in a system failure for an indefinite period of time, the Administrator shall not assume any responsibility for the occurrence of possible problems, additional expenses, loss of sales, etc.
- 14.7. The Administrator shall not be responsible for the compensation of consequential damages or loss of profit.

15. Responsibilities of a Registered User

- 15.1. With the conclusion of the Contract, the Registered User assumes the responsibility to use the Freight Portal only for the promotion of their business activities or for meeting their transportation needs during the subscription period in compliance with the User Instructions of the Freight Portal.
- 15.2. The Database of the Freight Portal may be used only for personal needs. The username and password necessary for entry into the Freight Portal may not be forwarded or sold to third parties.
- 15.3. The sensitive information (price information, contact details, etc.) obtained with the use of the Freight Portal and in later direct contacting may only be used for own needs and shall not be forwarded to third parties.
- 15.4. The Registered User is responsible for entering into the Freight Portal only such data, which is accurate, and information that does not violate the legal interests of other parties.
- 15.5. The Registered User should make sure that the information entered in the Freight Portal about transportation and cargos has real-time accuracy. The Registered User is responsible for continuous updating of the information they have entered, following the changes in the situation.
- 15.6. The Registered User may not abuse the information and business opportunities offered by the Freight Portal, or damage any other way the interests of other users of the portal.

16. Liability of the Registered User

- 16.1. The Registered User shall be liable for the correctness of the contact details and the data related to the transportation and cargo entered by them to the web environment and for the real-time accuracy thereof.
- 16.2. The Registered User shall take responsibility pursuant to the valid legal acts for improper words, expressions and offending information entered by them to the environment.
- 16.3. The Registered User shall be liable for using information obtained from the Portal, if this has in one way or another caused damages to the business operations or the reputation of third parties.
- 16.4. The Registered User shall take full responsibility for inaccurate information, which caused material or immaterial damages to third parties.

17. Expiry and termination of the Contract

- 17.1. In case of Unregistered Users the Contract is concluded for a single use of the Services, expiring every time at the end of using the Services by them.
- 17.2. In case of Registered Users the Contract is concluded for the use of the Services for a period they have paid for. A Registered User shall have the right to cancel the Contract at any time by deleting active Offers and ceasing to enter any new Offers.

- 17.3. In case of cancelling the Contract, the prepayment shall not be refunded to the Registered User. The Administrator shall have the right to cancel the Contract, notifying the Registered User thereof three (3) days in advance.
- 17.4. If the Administrator wishes to cancel the Contract for a reasonable excuse, including closure of the Freight Portal or ending the provision of the Services rendered to the User so far through it, the Administrator is not required to follow the term for cancellation.

18. Changing the terms and conditions of the Contract

- 18.1. The Administrator may make changes in the terms and conditions of the Contract and in the User Instructions, notifying the Users thereof three (3) days in advance. In case of changes in the Price List, the Registered Users shall have the right to cancel the Contract concluded with them for the use of the Services.

19. Final provisions

- 19.1. The law applied to the legal relationships between the User and the Administrator, arising from the usage of the Freight Portal, shall be the law of Estonia.
- 19.2. In case any clauses in these User conditions are invalid due to contradictions with law, this shall have no effect on the validity of other clauses.