

SmartSCM sp. z o.o. Use of Electronic Services - Terms & Conditions.

1. General information.

(1). Definitions:

- a) The Statute: all terms & conditions regulating delivery of electronic services by SmartSCM sp. z o.o.;
 - b) User (also referred to as: customer): Any physical person or organization, which does not have statutory & legal identity as well as any statutory person or organization presented with legal identity, which operate business(es) in the area of cold chain & refrigerating industry and use the Software;
 - c) Service provider: SmartSCM sp. z o.o. KRS: 0000526784 NIP: 7822574009 REGON: 302790801.
 - d) License agreement: The conditions on the basis of which the User acquires an unlimited rights to use the Software;
 - e) E-Invoice in electronic form was issued in accordance with Regulation of the Minister of Finance dated December 20, 2012. (Journal of Laws of 2012. Pos. 1528).
 - f) User database: all information acquired by Service provider during the process of new user authorization and opening the new customer account;
 - g). Software - Platform Logistics SmartFrigo - is a business platform which enables direct communication with users as well as offered by the Service Provider software available in the logistics platform SmartFrigo: Second Charges, Vehicle, SmartFrigo Connect - referred to as instant messaging (desktop version), and a system of filtering of incoming information and with subsequent updates.
- (2) The statute sets conditions for the provision of the electronic services by SmartSCM sp. z o.o. Conditions of this statute ascribe the rights and obligations of users, alongside with the license agreements and entirely regulate the provision of electronic services by SmartSCM sp. z o.o.
- (3) Using the software requires computer with an access to the internet together with Windows operating system installed. Additionally it is recommended to apply recent versions of internet browsers such as Internet Explorer 8.0, Mozilla Firefox, Google Chrome or Opera 10.6. Service provider does not bear any responsibility for use of an incompatible equipment and/or software by the user.
- (4) The user confirms to have read the terms & conditions for the provision of electronic services by SmartSCM sp. z o.o. and that the user knows, accepts and declares to comply with terms & conditions of this Statute.
- (5) In the case of a change to the Statute, the user will be informed by email. If the user does not raise any objections in writing within 14 days from the date of receipt of the information regarding the change to the Statute, it is considered to be accepted.

2. Subject of the agreement.

- (1) Service provider makes the right to use the software available to user, according to the conditions included in section 5,6 and 7 of this statute.
- (2) Service provider reserves the right to suspend the user's access to the software in case of server being inaccessible or in case of necessary technical works & upgrades. In the same time the service provider declares to limit planned technical works and to carry them out beyond usual working hours.
- (3) User does not have to right to use the software for acquiring own reserved rights for using the electronic data.
- (4) The software remains a sole property of service provider.

3. Right of the user.

(1) By accepting the terms & conditions of the Statute the user declares to not hand over data and acquired by the use of the Software.

(2) Service provider reserves the right to introduce changes into the Software.

(3) The right of use relates only to input and search of data specific to normal business operations. The use for other purposes such as e.g. input of fictional offers, advertising information, general queries, creating a collection of data or input of other data, which may obstruct and/or make it difficult for other users to efficiently use the software, is prohibited.

(4) Service provider reserves the right to cease the connection of the user with the software and to remove the data if in such way a violation of law, good customs or further delivery of illegal information by the user can be stopped.

4. Restrictions, Confirmations and the Responsibility of Service Provider.

(1) Service provider is responsible only for the electronic services provided to users within the terms & conditions explained in this statute. Service provider is not responsible in particular for:

a) truthfulness, correctness and completeness of data provided by users;

b) all messages sent or published by the users through the use of the software or via communicator;

c) agreements made through the software or via communicator and inappropriately executed or not executed at all by users;

d) actions by users or third parties found to be in violation to the terms & conditions;

e) User(s) financial status (user's insolvency);

f) Non-conclusive agreements between users;

g) Lost assets by users;

h) non-granting the authorization to user;

i) removing, blocking the access to parts or the entire software in case of users who's activity is in opposition to widely accepted legal system, conditions of this Statute, good customs and in particular if this activity impose a danger to safety or the interests of Service Provider, other users of the software as well as third parties;

j) removing from the software user's offers violating the statute;

(2) Service provider does not bear any responsibility for software breakdown, resulting from an independent cause. In particular, the service provider does not bear responsibility for:

a) temporary switching off the software;

b) the loss of user's data stored on service provider's servers;

(3) Service provider reserves the right to interfere with the user's account in order to execute required software changes or modifications for the purpose of returning the proper functionality;

(4) Service provider bears the responsibility only for the damage being done to user(s) with intend;

(5) Service provider may remove or block the access to parts or the entire software in case of every users who's activity violates the conditions of this Statute, interests of Service Provider, other users of the software as well as third parties;

(6) Service provider reserves the right to impose a penalty on the user who does not comply with Terms & Conditions. Such penalty will be equal to 5 thousand PLN fee.

5. The free plan for freight forwarders and shippers in accordance with the current price list does not involve any fees and applies to offering goods without any limits and to searching for offers of vehicles without any limits. The free plan does not require making an order, signing any contract or paying any pro-forma invoice and is granted to a User after the conditions stipulated in the regulations have been met.

6. The free plan for hauliers.

(1) The free plan for hauliers in accordance with the current price list does not involve any payments and applies to:

(a) Adding free vehicles – without any limitation

(b) Searching for loads – with the limit of 20 displays of loads every month

(2) After using the limit of displays of loads, the access to loads will be blocked until the limit is renewed. The limit is renewed automatically every month..

(3) In order to view the loads without any limits, it is necessary to purchase the Premium plan for carriers

7. Premium plan for hauliers.

(1) Premium plan for hauliers is a payable service, which, in accordance with the current price list, applies to:

a) Adding vehicles – without any limits

b) Searching for loads – without any limits

(2) In order to activate the Premium plan, the User must make an order in accordance with the current price list and pay the pro-forma invoice that has been generated. The price list is available at <https://smartfrigo.com/en/pricing/>. All prices indicated are net prices, and VAT should be added.

(3) The Premium plan will be activated for the User within 7 days from paying the pro-forma invoice that has been generated. The day of making the payment shall be defined as the day when the amount indicated in the invoice will be credited at the Service Provider's bank account.

(4) The Service Provider will send a correct VAT invoice at the current e-mail address of the User indicated in the company's profile.

8. Account registration and authorization process.

(1) Each user may receive an account authorization based on the following conditions:

(2) To authorize user's account it is required to send to Service Provider by fax, by e-mail copies of the registration documents, along with Licenses (for transport / forwarding), if in your country is a statutory requirement to have them, and insurance on these tasks.

(3) Service provider reserves the right for the verification of information received from user in order to authorize the account. In particular Service provider does have a right to contact offices of commercial information, registrars and other.

(4) Service provider may at any time grant the account authorization or further use of the all services upon request to provide by the user original or notary-confirmed documents listed in 8.2.

(5) Certificate confirming the user's account authorization will be send by service provider via email to the user's e-mail address provided on the registration form.

9. Refusal of authorization.

(1) Service provider will refuse the user authorization in particular if:

- a). receives the information on bankruptcy proceedings being in progress or liquidation procedure being in progress in relation to the user;
 - b) discovers that the business activities of a user are suspended, dormant or ceased;
 - c) discovers that user violates generally accepted legal system;
 - d) discovers that a user has violated license agreement or terms & conditions
 - e) in doubt as to the financial solvency of the user;
 - f) in doubt as to the documents provided by user being genuine;
- (2) Service provider may refuse registering the account for the user if user's business activity does not exceeds 3 months.
- (3) Violating widely accepted legal system, terms & conditions of license agreement, the Statute as well as good customs are such activities of the user, which refer to the use of databases or sending to other users non-ordered commercial information or advertising the competitive to SmartFrigo services.

10. Complaints.

- (1) User may file a complaint if the services described in this statute and license agreement are not carried out by SmartSCM sp. z o.o. or if they are carried out incorrectly under this Statute, license agreement and the bill.
- (2) The complaint may be delivered via an e-mail to the following e-mail address info@SmartFrigo.pl or in a written form via traditional mail. Complaint should possess the user's ID or name under which the user exists in the software as well as a description of the matter of a complaints.
- (3) If data given on a complaint require to be supplemented by additional information, before the complaint can be processed further, SmartSCM sp. z o.o. will request all additional information to be send within 7 days from the date of informing the user. Service provider reserves the right to leave the complaint unattended in case the supplementary information will not be delivered or delivered after time period given in a previous sentence.
- (4) Service provider recognize the complaint issue within 28 days from the moment of receiving the complaint in correct format. Service provider may refuse to process complaints delivered after 90 days since the moment in which the reasons for the complaint have been known.
- (5) The answer to the complaint will be send only to the email address ascribed to the user's account. In particular and well-motivated cases, service provider may send the answer to a different email address appointed by a person delivering a complaint. Such address may not be ascribed to the user's account. Alternatively the answer can also be send to the postal address.
- (6) Returns:
- a) After the User purchases the Premium plan for hauliers, the payment is not returnable and the User will not return the money for the purchased access.

11. Termination of agreement.

- (1) Using free Plan or premium Plan, there is possibility of immediate termination by both sides of the contract.
- (2) The agreement may be cancelled at any time by the service provider, if the user will violate the statute and license agreement.
- (3) If the agreement was cancelled based on service provider's decision, the user cannot not register again without first obtaining written permission from the service provider.

12. Final provisions.

- (1) It is forbidden to abuse the intellectual property of the software, in particular:
- a). damaging, removing and changing any text or graphic system data;

b). downloading the software and information about users together with their secondary (further) use without obtaining a written consent from SmartSCM sp. z o.o..

(2) User agrees to:

a) Receiving a VAT invoice for services rendered in electronic form in accordance with the Ordinance by the Finance Minister from December 20, 2012 (Official Gazette 2012, pos. 1528).

b) Receiving commercial information by e-mail or by telephone, including the business partners of SmartSCM sp. z o.o., in accordance with the Privacy Policy.

(3) All disputes resulting from these Terms and Conditions or arising with regard to it will be settled under Polish law by the DISTRICT COURT POZNAN - NOWE MIASTO AND WILDA IN POZNAN, VIII ECONOMIC DEPARTMENT OF THE NATIONAL COURT REGISTER

(4) These terms & conditions (the statute) are effective on and since 25.04.2015.