

## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF DEBT COLLECTION SERVICES**

### **SECTION I**

#### **TERMS AND CONDITIONS FOR THE PROVISION OF DEBT COLLECTION SERVICES AT THE AMICABLE STAGE**

##### **1. DEFINED TERMS**

1.1. **Terms and Conditions** – these Terms and Conditions for the provision of debt collection services, including Appendices, constituting an integral part of the Agreement for the provision of debt collection services, available at the following website: <https://transcash.eu/>.

1.2. **Transcash.eu** - Transcash.eu Spółka Akcyjna [*Joint Stock Company*], with its registered office in Wysoka, at the following address: ul. Chabrowa 4, 52-200 Wysoka, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under the following number: 0000626049, NIP no.: 8971714717.

1.3. **Client** - an entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Economic Activity (Dz.U. of 2004, No. 173, item 1807), who has concluded an Agreement for the provision of debt collection services with Transcash.eu.

1.4. **Agreement for the provision of debt collection services** (hereinafter referred to as the Agreement) - agreement for the provision of debt collection services,

including Appendices and Terms and Conditions, concluded between the Client and Transcash.eu in writing.

1.5. **Debt collection services at the amicable stage**- services provided by Transcash.eu to the Client, pursuant to the Agreement and the Terms and Conditions, in accordance with the contents of the Debt Collection Order, including debt collection at the amicable stage.

1.6. **Service Period** - the period during which Transcash.eu provides the Client with debt collection services under the Debt Collection Order submitted by the Client.

1.7. **Price List**- a price list specifying the components and amount of remuneration due to Transcash.eu for the provision of debt collection services, available at <https://transcash.eu/>.

1.8. **Client Account** - an electronic platform allowing to use of Debt collection services, including in particular the submission of Debt Collection Orders, available at <https://web.transinkasso.eu/>.

1.9. **Debt Collection Order** - an order for debt collection services at the amicable stage, submitted by the Client in accordance with the provisions of the Agreement on the provision of debt collection services and the Terms and Conditions.

1.10. **Own Invoice** - a VAT invoice issued by Transcash.eu to the Client for providing debt collection services.

1.11. **Debt Exchange** - an on-line platform for the publication of advertisements for the sale of Debts, available at the following address: <https://web.transinkasso.eu/>. The Debt Exchange Regulations are included in Section III of these General Terms and Conditions for the Provision of Debt Collection Services and are available at the following address <https://transcash.eu/>.

1.12. **Trans.eu Platform** - an online informational and service website managed by the Trans.eu Platform Administrator located at the following Internet address [www.trans.eu](http://www.trans.eu).

1.13. **Trans.eu Platform Administrator** – Trans.eu Group S.A. (formerly Logintrans Sp. z o.o.) based in Wysoka, ul. Chabrowa 4, 52-200 Wysoka, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Wrocław-

Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under the following number: 0000720763, NIP no.: 8942764658, REGON: 932920615, with a share capital of PLN 104,500.00.

1.14. **Trans.eu Platform Regulations** - Service and security regulations of the Trans.eu Platform, available at the following website: [www.trans.eu](http://www.trans.eu).

1.15. **TransID** - a unique user identifier on the Trans.eu platform.

1.16. **Debt Settlement** - any event resulting in a partial or complete repayment of the Debt, including in particular:

- a) repayment,
- b) unilateral or contractual deduction,
- c) relief by the creditor,
- d) transfer of the debt to a third party.

1.17. **Incidental Debt** - debt arising in particular from any interest notes or notes issued pursuant to Article 10 of the Act of 8 March 2013 on payment terms in commercial transactions.

1.18. **Domestic Debts** - debts whose creditors and debtors have their registered offices in the Republic of Poland.

1.19. **International Debts** - debts whose creditors or debtors have their registered offices outside the Republic of Poland.

1.20. **User** - a natural person, an organisational unit without legal personality, to which/whom the act grants legal capacity or a legal person - conducting business activity related to logistics and forwarding, which has registered a Client Account at the Trans.eu Platform.

1.21. **Derivative User** - a natural person who holds a Derivative Account created by the User as part of a Client Account at the Trans.eu Platform. The Derivative User acts in the name and on behalf of the User within the meaning of Article 97 of the Civil Code.

## 2. AGREEMENT FOR THE PROVISION OF DEBT COLLECTION SERVICES

2.1. The subject of the Agreement is the provision of debt collection services at the amicable stage, within the scope and in the manner specified in the Agreement and the Terms and Conditions.

2.2. Transcash.eu provides debt collection services exclusively for its Clients.

2.3. The Agreement shall be concluded for an indefinite period of time.

2.4. Subject to item 2.5, each Party has the right to terminate the Agreement with one month's notice, effective at the end of a calendar month. Transcash.eu reserves the right to complete the processing of submitted Debt Collection Orders and the remuneration due. During the notice period, Transcash.eu shall have the right to suspend the provision of services to the Client.

2.5. Transcash.eu shall have the right to suspend the provision of services to the Client and terminate the Agreement with immediate effect (i.e. terminate the Agreement without notice) in the event that the Client fails to cover the payments due to Transcash.eu (in particular in the event of enforcement proceedings against the Client) or in the event of a delay in the Client's payment of any amounts due to Transcash.eu, as well as in the event of termination of the Client's business activity.

### **3. DEBT COLLECTION ORDER**

3.1. The Client shall submit a Debt Collection Order via the Client Account, unless the Agreement provides otherwise. The Order shall be deemed submitted by the Client also in the case of submitting it by a Derivative User acting on behalf of the Client.

3.2. A Debt Collection Order may pertain to a debt:

- a) compliant with the Agreement and the Terms and Conditions,
- b) the value of which is at least PLN 200 in the case of a domestic debt, or at least EUR 100 in the case of an international debt, excluding any incidental debts.

3.3. The service period shall begin when the Client submits the Debt Collection Order.

3.4. Subject to items 3.5 and 3.6, the Service Period for Debt Collection Order shall equal 60 calendar days. Items 3.5 and 3.6 shall not apply during the period when a debt payment case is being conducted by a law firm belonging to the Trans group, based on the agreement concluded by the Client with the law firm. In such case, the Service Period shall not be extended.

3.5. The Service Period of a Debt Collection Order shall be extended in the following events:

- a) the debt covered by the Debt Collection Order is published on the Debt Exchange for a period of one year after the date of such publication,
- b) conclusion of an agreement between Transcash.eu and the debtor on repayment of the debt (a settlement agreement) - for the duration of the settlement agreement.
- c) conclusion of an agreement between Transcash.eu and the Client for an extension of the Service Period (provision of payment monitoring service), in the event that the reported debt does not meet at least one of the conditions indicated in item 5.1 of the Regulations - for the period specified by Transcash.eu. The provisions of item 3.8 of the Terms and Conditions shall apply accordingly to the Client's declaration of consent to the agreement.
- d) in the event that the Client does not submit a statement on withdrawal of the Debt Collection Order within 3 days, counting from the day of expiry of the 60-day service period referred to in item 3.4 - for the period of one year, counting from the day of expiry of the 60-day service period referred to in item 3.4. Item 3.8 shall apply accordingly to the declaration of withdrawal.

3.6. The agreement may stipulate other terms than those specified in item 3.4 and 3.5 duration and rules for extending the Service Period.

3.7. Transcash.eu shall have the right to refuse or suspend the processing of a Debt Collection Order if:

- a) at least one of the Client's statements, indicated in item 5.1. is untruthful,
- b) at least one of the Client's obligations, indicated in item 5.2. were not fulfilled,

- c) initiating liquidation or bankruptcy proceedings, or restructuring proceedings, or filing a motion to conduct any of these proceedings with the Client or the debtor,
- d) the creditor(s) conclude an arrangement with the debtor,
- e) Client fails to comply with the provisions of the Agreement and the Terms and Conditions,
- f) Client's delay in payment of amounts due to Transcash.eu exceeds 14 days,
- g) when, in the opinion of Transcash.eu, it is impossible or purposeless to process the Debt Collection Order,
- h) during the notice period.

3.8. The Client has the right to withdraw the Debt Collection Order during the Service Period without providing an explanation. The instruction to withdraw a Debt Collection Order shall meet the following cumulative conditions:

- a) contain data identifying the Client (company name, NIP no., TransID, name and surname of the authorized person),
- b) indicate the Debt Collection Order that the Client wishes to withdraw,
- c) be submitted via e-mail to the following address: [windykacja@transcash.eu](mailto:windykacja@transcash.eu).

3.9. In the case of withdrawal of a Debt Collection Order in the manner specified in item 3.8 above, Transcash.eu shall have the right to charge a fee termination of the Debt Collection Order in the amount of:

- a) 50% of the remuneration that would be due in the event that the entire debt had been settled, if by the date of withdrawal of the Debt Collection Order the debtor had not started to settle the debt,
- b) 50% of the remuneration that would be due in the event that the entire debt had been settled, in the event that the debt had been sold during the term of the Debt Collection Order,

c) 100% of the remuneration that would be due in the event that the entire debt had been settled, if the debtor had paid the debt in part or in full by the date of the Debt Collection Order.

3.10. In the case of withdrawal of the Debt Collection Order by the Client during the term of the agreement indicated in item 3.5, item (b) or (c) of the Terms and Conditions, Transcash.eu shall have the right to charge the Client the full amount of remuneration which would be due in the event of if the entire Debt covered by the Debt Collection Order was settled.

3.11. By submitting a Debt Collection Order to Transcash.eu, the Client also orders to publish a sales offer of the debt covered by the Order on the Debt Exchange, in the event that the debtor fails to pay the debt. Publishing the debt on the Debt Exchange shall be made in accordance with the principles set forth in the Debt Exchange Regulations.

3.12. A Debt Collection Order shall be made by completing a Debt Collection Order form available in the Client Account, including the following information:

- a) the name of the debtor's business,
- b) debtor's NIP/VAT ID,
- c) the debtor's TransID (if applicable),
- d) debtor's address and country of registration,

- e) debtor's contact details (telephone, e-mail),
- f) identifying the documents proving the existence of the Debt (name of the document, date of issue and due date),
- g) debt amount and its current balance,
- h) incidental debt amount (interest, compensation and recovery costs) and the basis for their calculation.

3.13. The Client shall have documents confirming the existence and validity of the debt covered by the Debt Collection Order and shall provide Transcash.eu with a copy of such documents within 2 business days from the date of such request. If the obligation is not met, Transcash.eu shall have the right to refuse or terminate the execution of the Debt Collection Order.

#### **4. CLIENT ACCOUNT**

4.1. Through the Client Account, Transcash.eu allows the Client to:

- a) submit Debt Collection Orders indicated to in item 3 of the Terms and Conditions,
- b) use the Debt Exchange,
- c) share and download own Invoices.

4.2. Accessing the Client Account requires registration with the Trans.eu platform.

4.3. Access to the Client Account is protected by a login (TransID) and a password, which the Client obtains during registration, pursuant to item 4.1.

4.4. The terms and conditions for registration and using the Trans.eu Platform are included in the Trans.eu Platform Regulations.



4.5. The Client shall inform Transcash.eu of any change regarding its details within 3 days after the occurrence of the change. The aforementioned obligation applies to the following information:

- a) included in the Debt Collection Orders,
- b) other information submitted in connection with the performance of the Agreement,
- c) submitted to the Trans.eu Platform Administrator in relation to the use of the Trans.eu Platform.

4.6. The Client shall bear all risks resulting from providing false information or failing to update information in the manner indicated in item 4.3.

## **5. DECLARATIONS, OBLIGATIONS, SCOPE OF RESPONSIBILITIES AND CLIENT'S RISK**

5.1. The Client hereby declares and warrants that the debt covered by the Debt Collection Order meets the following conditions:

- a) is due for payment,
- b) is a financial debt,
- c) the debtor is the entrepreneur indicated in the Debt Collection Order, and the creditor is the Client,
- d) the Client has documents confirming the existence of the debt.

5.2. The Client hereby undertakes what follows:

- a) not to transfer the debt covered by a Debt Collection Order to other debt collection agencies or any other similar services for the entire period of servicing,
- b) to inform Transcash.eu of all payments made by the Debtors directly to the Client, within 3 business days after the day of receiving the payments,
- c) to inform Transcash.eu of all its contacts with the Debtors undertaken after submitting the Debt Collection Order and of the outcome of such contacts,

d) to submit to Transcash.eu, within 2 working days from the date of such request, all documents confirming the existence and validity of the debt covered by the Debt Collection Order, including in particular documents confirming the proper performance of the provisions of the agreement concluded with the debtor,

e) not to make any arrangements with the Debtor regarding the repayment of the debt without obtaining the consent of Transcash.eu.

5.3. The Client shall be fully responsible for any consequences arising out of:

a) making false declarations, pursuant to item 5.1.,

b) failing to comply with the obligations indicated in item 5.2.

5.4 In the event that the declaration indicated in item 5.1. is made in a manner that is untrue or fails to comply with the obligations specified in item 5.2. Transcash.eu shall have the right to:

a) immediately cease to execute the Debt Collection Order, unless an agreement referred to in item 3.5(c) has been concluded

b) request remuneration in the amount equal to 50% of the remuneration which would be due if the entire debt covered by the Debt Collection Order has been paid.

## **6. DECLARATIONS, OBLIGATIONS, SCOPE OF RESPONSIBILITIES AND TRANSHCASH.EU'S RISK**

6.1. Transcash.eu shall have the right to refuse to provide all/individual Services at the amicable stage.

6.2. Transcash.eu shall not be held liable for the expiry of the limitation period of a debt covered by a Debt Collection Order.

6.3. Transcash.eu shall not be held liable for any interruptions or difficulties in accessing the Client's Debt Collection Order and Account form resulting from events beyond its control.

6.4. Transcash.eu does not warrant that each processed Debt Collection Order will lead to the payment of any amounts due, and shall be not held responsible for any consequences brought to the Client due to processing the Debt Collection Order.

## **7. DEBT COLLECTION SERVICES AT THE AMICABLE STAGE**

7.1. Debt collection services at the amicable stage shall include in particular:

- a) analysing information or scanned copies of documents provided by the Client,
- b) attempting to establish contact with the debtor: via e-mail, via Transcommunicate Internet communicator and via telephone,
- c) establishing the facts regarding the case,
- d) issuing a payment request to the debtor,
- e) establishing terms and conditions for debt payment,
- f) monitoring payments made by the debtor,
- g) publishing information on debts on the Debt Exchange managed by Transcash.eu,
- h) attempting to establish the current contact details of the debtor,
- i) carry out other activities in order to collect the debt.

## **8. REMUNERATION**

8.1. Transcash.eu shall receive remuneration for the provision of Debt collection services at the amicable stage in the amount indicated in the Price List, calculated in accordance with the rules set forth in these Terms and Conditions.

8.2. Transcash.eu shall receive remuneration for any total or partial payment of the debt that will occur during the Debt Collection Order Service Period, subject to the provisions of items 3.8, 3.9 and 3.10 of the Terms and Conditions.

8.3. Transcash.eu shall have the right to receive remuneration in the amount equal to the product of the amount in which the debt was paid and the % rate of remuneration indicated in the Price List. The preceding sentence shall not apply in the case indicated in item 8.14 of the Terms and Conditions.

8.4. In the event that the debt covered by the Debt Collection Order is denominated in a currency other than PLN, the amount of remuneration shall be determined after converting the amount of the debt into PLN at the average exchange rate published by NBP [*The National Bank of Poland*] available as at the date of submission of the Debt Collection Order.

8.5. VAT shall be added to all amounts of remuneration specified in this paragraph, in accordance with the applicable tax rate on the day Transcash.eu issues its own Invoice.

8.6. The settlement of Debt collection services at the amicable stage shall take place in monthly settlement periods, the beginning and end of which correspond respectively to the first and last working days of the calendar month.

8.7. Transcash.eu shall issue its own Invoice to the Client on the last working day of each settlement period in which it has acquired the right to charge remuneration pursuant to these Terms and Conditions.

8.8. Transcash.eu shall submit its own Invoice to the Client through the Client Account. By accepting these Terms and Conditions, the Client acknowledges and consents to the method of receiving invoices.

8.9. In addition to submitting an Invoice through the Client Account, Transcash.eu shall send an Invoice in electronic form to the Client's e-mail address indicated when registering for the account on the Trans.eu Platform.

8.10. The Client shall have the right to change the e-mail address used for receiving Own Invoices. The Client shall submit an instruction for such a change in writing. The Client shall submit a copy of this letter to the following e-mail address: [rozliczenia@transcash.eu](mailto:rozliczenia@transcash.eu).

8.11. Own Invoice, provided in the manner indicated in item 8.8 shall constitute an electronic invoice pursuant to Article 2, item 32 of the Act on Value Added Tax of 11 March 2004 (latest amendment: Dz.U. of 2013 item 1608). The basis for issuing a VAT invoice

without the signature of the person entitled to receive it is Article 106e of the VAT Act of 11 March 2004 (latest amendment: Dz.U. of 2013 item 1608).

8.12. The Client undertakes to pay the amount due resulting from own Invoice issued by Transcash.eu within the time limit indicated in the Invoice to the bank account indicated therein.

8.13. In the event of any arrears arising from the Client towards Transcash.eu, and in particular in the event of late commission payment, Transcash.eu shall have the right to suspend the services carried out on the basis of the Agreement and the General Terms and Conditions for the Provision of Debt Collection Services towards the Client.

8.14. In the event that Debt Settlement occurs during the Debt Collection Order Service Period, however before Transcash.eu issues a request for payment by e-mail, Transcash.eu shall receive remuneration in the amount of half of the amount calculated in accordance with the first sentence of item 8.3 of the Terms and Conditions for performing the activities indicated in item 7.1 a) of the Terms and Conditions.

## 9. COMPLAINTS

9.1 This paragraph sets out the terms and conditions which shall apply to the complaint regarding the services provided by Transcash.eu and the procedure to be followed for handling the complaint.

9.2 The Client shall have the right to lodge a complaint.

9.3 A complaint may be submitted:

a) In writing to the following address: Transcash.eu SA, Wysoka, ul. Chabrowa 4, 52-200 Wrocław 95, or

b) electronically to the following address: reklamacje@transcash.eu.

9.4 A complaint should include:

a) name and surname or company (name) as well as the Client's address or registered office, hereinafter referred to as the "Claimant",

b) definition of the subject of the complaint,

- c) a statement of the circumstances justifying the complaint,
- d) signature of the Claimant - in the case of a complaint submitted in writing,

9.5 In the event that the complaint does not meet the conditions specified in item 9.4(a-d), Transcash.eu shall inform the Claimant that the complaint submitted in writing does not meet the requirements and as such shall not be processed.

9.6 Transcash.eu shall process the complaint within 21 days from the date of its filing. Transcash.eu reserves the right to extend the 21-day period for reply in the event that providing an answer requires collecting additional technical or legal analyses or translation, of which it shall immediately inform the Claimant.

9.7 Transcash.eu shall reply to the complaint in the following manners:

- a) in writing, by sending a reply to the address of the Claimant's registered office,
- b) by electronic means to the e-mail address indicated by the Claimant.

9.8 Transcash.eu shall have the right to leave the complaint unanswered, to refuse to provide it if:

- 1) the reply to the complaint contains information already provided in response to the previous complaint raised by the Claimant,
- 2) the complaint:
  - a) does not contain sufficient data to identify the Claimant,
  - b) does not contain any data allowing to issue a response to the complaint,
  - c) cannot be recognised as a complaint letter due to its form,
  - d) does not contain information about the reason for the complaint, questions, or a description of the objections raised,
  - e) contains offensive, insulting and vulgar content, inciting the spread of hatred, racism, xenophobia and conflicts between nations,
  - f) is submitted after 90 days from the date of completing the Debt Collection Order service. Transcash.eu shall immediately inform the Claimant about exercising the aforementioned right.

9.9 The Claimant is fully responsible for the content of the complaint.

## 10. FINAL PROVISIONS

10.1. Any dispute relating to the implementation of this Agreement shall be resolved by the court having jurisdiction over the registered office of Transcash.eu.

10.2. In matters not regulated by the Agreement, the provisions of the Civil Code shall apply.

10.3. Amendments to the Terms and Conditions shall enter into force on the day they are published on <https://transcash.eu/> website.

10.4. The Client agrees to receive commercial information within the meaning of Article 10 of the Act of 18 July 2002 on rendering services by electronic means (Dz. U. 2004, no. 96 item 959).

10.5. The Client agrees to use telecommunication terminal equipment and automated calling systems by Transcash.eu, for the purposes of direct marketing, in accordance with the provisions of Article 172(1) of the Telecommunication Law Act of 16 July 2004.

10.6. The Client agrees to the processing of its personal data included in the Agreement on the provision of debt collection services for marketing purposes pursuant to Article 6(1) (a) of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016. The Client shall have the right to withdraw its consent at any time without affecting the lawfulness of any processing carried out on the basis of the consent prior to its withdrawal. Transcash.eu

## SECTION II

### ENTRUSTMENT OF PERSONAL DATA PROCESSING

#### 1. DEFINED TERMS

1.1. **Transcash.eu** - TRANSCASH.EU Spółka Akcyjna [*Joint Stock Company*], with its registered office in Wysoka, at the following address: ul. Chabrowa 4, 52-200 Wysoka, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under the following number: 0000626049, NIP no.: 8971714717.

1.2. **Client**- an entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Economic Activity (Dz.U. of 2004, No. 173, item 1807), who has concluded an Agreement for the provision of debt collection services with Transcash.eu.

1.3. **Agreement on provision of debt collection services** - agreement on provision of debt collection services, including Appendices and the Terms and Conditions for the provision of debt collection services at the amicable stage and the Terms and Conditions for the provision of debt collection services at the stage of judicial and enforcement proceedings, concluded between the Client and the Transcash.eu in writing.

1.4. **Debt Collection Order** - an order to provide debt collection services at the amicable stage or at the stage of judicial and enforcement proceedings, submitted by the Client in accordance with the provisions of the Agreement for the provision of debt collection services or the Terms and Conditions for the provision of debt collection services at the stage of judicial and enforcement proceedings.

1.5. **Debtor** - a person against whom Transcash.eu has accepted a Debt Collection Order received from a Client in order to provide a debt collection service against that person on behalf of the Client.

1.6. **GTCS** -these GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF DEBT COLLECTION SERVICES.



1.7. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L. of 2016, no. 119, p. 1).

1.8. The terms "**personal data**", "**special categories of data**", "**processing**", "**data controller**", "**processor**", "**other data processor**", "**data subject**" and "**supervisory authority**" shall be construed as provided for in the GDPR.

## 2. **SUBJECT MATTER AND RULES FOR PERSONAL DATA PROCESSING.**

2.1. Subject matter [art. 28(3) of the GDPR] In order for Transcash.eu to provide the Client with debt collection services within the scope resulting from the Agreement for the provision of debt collection services, Debt Collection Order and the GTCS, the Client entrusts Transcash.eu, pursuant to art. 28(3) of the GDPR to process the personal data indicated in item 2.4 below (hereinafter referred to as "**Data**"), and Transcash.eu as the data processor shall undertake to process the data in accordance with the law and the provisions of this Section II of the GTCS.

2.2. The Client declares that it acts as a Data Controller.

2.3. Transcash.eu declares that in the course of its business it is professionally involved in the personal data processing, that it has the necessary knowledge, appropriate technical and organizational measures in this respect and that it guarantees the proper performance of its duties related to the protection of personal data as provided for in the GTCS and in the provisions of the applicable law. At <https://transcash.eu/polityka-prywatnosci/>, Transcash.eu shall publish its Privacy Policy, which describes the principles and basis of data processing by Transcash.eu in all cases where Transcash.eu is a personal data controller and processes personal data.

2.4. Data processing shall relate to the following categories of persons whose personal data are processed to the following extent:

- a) data of persons employed by the Client or cooperating with the Client - name, surname, company name, NIP no., REGON no., address, e-mail address, telephone number, TransID number of the person on the Trans.eu Platform,
- b) Debtor's data, the Debtor's employees or persons cooperating with the Debtor - name, surname, company name, NIP no., REGON no., address, data of debts from the invoice, e-mail address, telephone number, TransID number of the person on the Trans.eu Platform, invoice number,
- c) data other than those listed in items 2.4(a) and 2.4(b), if their data are contained in the documents submitted to Transcash.eu by the Client which are necessary for the performance of debt collection services (including the shipper, sender and receiver of the goods) - name, surname, company name, NIP no., REGON no., address,

2.5. The nature of personal data processing indicated in item 2.4 of this Section II of the GTCS results from the Agreement on the provision of debt collection services, the GTCS and the Debt Collection Order, and the purpose of the processing is their performance, in particular the provision of debt collection services within the scope resulting from the Agreement on the provision of debt collection services, the GTCS and the Debt Collection Order.

2.6. The acceptable scope of Transcash.eu operations on Data includes: collecting, recording, organizing, managing, storing, adapting or modifying, retrieving, viewing, using, disclosing by transmission, making available, matching or combining, limiting, deleting or destroying.

### **3. RESPONSIBILITIES OF TRASCASH.EU S.A.**

3.1. Transcash.eu processes the Data only to the extent and for the purpose set forth in the Agreement for the provision of debt collection services, the GTCS and the Debt Collection Order and only in accordance with the Client's documented instructions.

3.2. Transcash.eu declares that it does not transfer Data to a third country or international organisation (i.e. outside the European Economic Area - "EEA"). Transcash.eu also declares that it does not use the services of subcontractors that transfer Data outside the EEA.

3.3. Where Transcash.eu intends or is required to transfer Data outside the EEA, it shall inform the Client thereof in order to enable the Controller to take the decisions and take the actions necessary to ensure the lawfulness of the processing or the termination of the entrustment of the processing.

3.4. Transcash.eu shall ensure that persons authorised by it to process the data have undertaken to maintain secrecy or are subject to a statutory obligation of secrecy.

3.5. Transcash.eu shall take all the measures required by Article 32 of the GDPR, i.e. in particular

a) taking into account current knowledge, the cost of implementation and the nature, scope, context and purposes of processing, as well as the risk that the rights or freedoms of natural persons with different probabilities of occurring and the severity of the threat, Transcash.eu shall implement appropriate technical and organisational measures to ensure a level of security adequate to the risk, including, where applicable:

- personal data pseudonymisation and encryption;
- the ability to ensure the confidentiality, integrity, availability and security of processing systems and services at all times;
- the ability to quickly restore the availability of and access to personal data in the event of a physical or technical incident;
- regular testing, measuring and evaluating the effectiveness of technical and organisational measures to ensure security of the processing.

b) while assessing the adequacy of security, Transcash.eu shall in particular take into account the risks associated with the processing, including but not limited to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed,

c) Transcash.eu shall take steps to ensure that any individual acting under the authority of Transcash.eu who has access to Data, processes it in accordance with item 3.1 of this Section III of the GTCS.

3.6. Transcash.eu shall comply with the terms of use of another processor (sub-processor) referred to in Article 28(2) and (4), of the GDPR, i.e., inter alia, it shall comply with the requirements set forth in item 5.4 of this Section II of the GTCS.

3.7. Taking into account the nature of the processing, Transcash.eu helps the Client, as far as possible, through appropriate technical and organizational measures, to fulfil the obligation to respond to the requests of the Data Subject within the scope of exercising its rights set forth in Section III of the GDPR (in particular information and transparent communication, access to data, information obligation, right of access, right to rectify data, deletion of data, limitations of processing, data transfer, right to object, automated decision making).

3.8. Taking into account the nature of the processing and the available information, Transcash.eu shall assist the Client in complying with the obligations set out in Articles 32 to 36 of the GDPR (data protection, reporting of breaches to the supervisory authority, notification of data subjects about the breach, data protection impact assessment and prior consultation of the supervisory authority).

3.9. Upon termination of the processing services, at the Client's discretion, Transcash.eu shall return all Data to the Client and delete all existing copies thereof, unless required by law to store personal data.

3.10. Transcash.eu undertakes to make available to the Client all information necessary to prove compliance with the obligations set forth in Art. 28 of the GDPR and enables and contributes to the Client or an auditor authorised by the Client to conduct audits, including inspections.

3.11. Transcash.eu shall immediately inform the Client if, in Transcash.eu's opinion, the instruction given to him/her constitutes a breach of the GDPR or other data protection regulations.

3.12. Transcash.eu, shall notify the Client about a personal data breach without undue delay.

3.13. Transcash.eu shall keep documentation describing how the Data is processed, including a register of personal data processing activities.

#### **4. CLIENTS'S RESPONSIBILITIES**

4.1. The Client shall cooperate with Transcash.eu in the performance of its obligations under this Section II of the GTCS, notify any circumstances affecting or likely to affect its performance and provide explanations to Transcash.eu in the event of any doubt as to the legality of the Client's instructions, and as the data controller entrusted to Transcash.eu, perform its obligations under the GDPR and other data protection laws.

#### **5. SUBCONTRACTING.**

5.1. The Client hereby grants his/her consent for Transcash.eu to subcontract data processing to Transcash.eu's subcontractors (sub-processors), including ADA Software Sp. z o.o., RST Sp. z o.o., Sp.k., FireTMS Sp. z o.o. and Trans.eu Group S.A.

5.2. Transcash.eu may use a processor other than the one listed in item 5.1 of this Section II of the GTCS. In such a case, Transcash.eu shall inform the Client of its intention to subcontract and of the identity of the entity to which it intends to subcontract the Data. Unless the Client objects to the subcontracting within 7 days after receiving notification, Transcash.eu shall have the right to perform the subcontracting.

5.3. Transcash.eu shall inform the Client of any intended changes to the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes. Unless the Client objects to the intended change(s) within 7 days upon receiving the notification, Transcash.eu shall have the right to subcontract.

5.4. In the case of sub-processing of personal data processing, the sub-processing shall be based on a contract under which the subcontractor (subprocessor) undertakes to perform the same data protection duties pertaining to Transcash.eu as laid out in Section II of the GTCS. Shall the other processor fail to comply with its data protection obligations, Transcash.eu shall be fully liable to the Client for the performance of the obligations of that other processor.

## **6. DURATION OF PROCESSING**

6.1. The provisions of this Section II shall remain in force until the termination of the Agreement on the provision of debt collection services.

6.2. Transhcash.eu shall delete the Data within 180 days from the date of termination of the Agreement for the provision of debt collection services, unless the Client instructs it to do so earlier.

## **7. FINAL PROVISIONS**

7.1. To the extent not regulated by the provisions of this Section II of the GTCS, the provisions of the law in force in the Republic of Poland, including the GTCS shall apply.

## SECTION III

### TRANSCASH.EU DEBT EXCHANGE REGULATIONS

#### §1 Defined Terms

**Debt Exchange** - an on-line platform for Debt sale offers, available at the following address: <https://web.transinkasso.eu/>. -

**Transcash.eu** - Transcash.eu S.A. with its registered office in Wysoka at Chabrowa 4 (52-200 Wrocław 65), entered into the Register of Entrepreneurs under the KRS no.: 0000626049, share capital of PLN 500,000.00 (paid up in full), REGON no.: 020277393, NIP no.: 8971714717 - owner of the Debt Exchange.

**User** - an entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Economic Activity (Dz.U. of 2004, No. 173, item 1807), who obtained access to the Debt Exchange, pursuant to the principles set forth in the Terms and Conditions.

**Creditor** - a User who is entitled to a claim against the Payer in connection with a business activity or legal relationship.

**Payer** - an entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Economic Activity (Dz.U. of 2004, No. 173, item 1807) who has a civil-law liability towards the Creditor.

**Debt** - a financial claim resulting from the relationship between the Creditor and the Payer, meeting the requirement specified in the Terms and Conditions.

**Regulations** - these Debt Exchange Regulations, available at: <https://transcash.eu/>.

**Trans.eu Platform** - a web-based information and service centre available at the following web address: [www.trans.eu](http://www.trans.eu)

## §2 Access to the Debt Exchange

1. Transcash.eu provides the User with a service consisting in granting access to the Debt Exchange in accordance with the Regulations.
2. Within the framework of the service mentioned in §2(1), Transcash.eu enables the User to:
  - a) access the table of Debts on sale,
  - b) submit inquiries concerning the sales offers of the Debts appearing on the Debt Exchange,
  - c) announce the sales of Debt belonging to the User.
3. The use of the Debt Exchange functions specified in sub-paragraphs 2(a) and (b) requires the User to have an account on the Trans.eu Platform.
4. In order to use the functions provided by the Debt Exchange specified in item 2(c), the User shall register an account on the Trans.eu Platform and conclude an Agreement for the provision of debt collection services with Trans.eu.
5. Registration and maintenance of an account on the Trans.eu Platform is subject to the conditions set out in the Terms and Conditions for the provision of services and security of the Trans.eu Platform, available at the following address: [www.trans.eu](http://www.trans.eu).
6. The contents of the Agreement for the provision of debt collection services and the general terms and conditions of services are available at the following address: <https://transcash.eu/>.
7. Transcash.eu shall retain all intellectual property rights in the Debt Exchange. It is strictly prohibited to destroy, alter, further disclose, download, including downloading by automated means or by means of dedicated software, any components of the Debt Exchange and any data published on the platform without Transcash.eu's express written consent.
8. Data from the Debt Exchange may be used on the Trans.eu Platform in the manner specified in the Trans.eu Platform Regulations.



### §3 Using the Debt Exchange

1. Using the Debt Exchange is possible after logging in on <https://web.transinkasso.eu/>. The User receives the access credentials as the stage of registering an account on the Trans.eu Platform, as specified in the Trans.eu Platform Regulations.
2. Logging in to the Debt Exchange referred to in item 1 above shall be construed as User's acceptance of all contents of these Rules.
3. Each Debt sale offer published on the Debt Exchange shall contain:
  - a) the name of the Payer,
  - b) Payer's NIP no.,
  - c) the address at which the Payer conducts business activity,
  - d) number of the document from which the Debt results (e.g. invoice number),
  - e) the date of the document from which the Debt arises (e.g. the date of issue of the invoice),
  - f) the due date of the Debt,
  - g) value of the Debt together with its current balance.
  - h) the date of publication of the notice on Debt Exchange,
  - i) number of the Debt Collection Order submitted by the Creditor,
  - j) the Payer's ID on the Trans.eu Platform (if the Payer has such an ID).
4. In addition to the information specified in item 3 above, each Debt sale offer also contains a "Submit offer" button. The button redirects to a form enabling to submit an inquiry regarding the Debt covered by the offer. Inquiries concerning the purchase of Debts through the Debt Exchange are made exclusively through the form available under the "Submit offer" button.

5. Inquiries regarding the purchase of Debt published on the Debt Exchange shall be submitted only by Users who are not the Payer of the Debt or who do not act on the Payer's behalf.

6. Requests submitted in respect of the Debt published on the Transcash.eu Debt Exchange shall be submitted to the Creditor by e-mail. Transcash.eu shall not be held responsible for the correctness of the e-mail address indicated by the Creditor in the process of registration of the account on the Trans.eu Platform indicated in the Trans.eu Terms and Conditions.

7. In addition, the actions indicated in item 6 above, Transcash.eu shall not participate in any other activities between the Creditor and the Users pertaining to the Debt, in particular it does not act as an intermediary in the conclusion of an agreement transferring the ownership of the Debt.

8. In case of any doubts, it shall be deemed that placing a Debt sale offer on the Debt Exchange, constitutes in fact an invitation to submit inquiries to the Creditor concerning the purchase of the Debt.

9. The announcement of the sale of the debts is published on the Debt Exchange on the basis of a Debt Collection Order submitted by the Creditor to Transcash.eu on the basis of the Agreement for the provision of debt collection services concluded with the Creditor, in the manner specified in the General Terms and Conditions of Debt Collection Services, available at the following address:

<https://transcash.eu/>.

10. A Creditor whose debt was published on the Debt Exchange shall have the right to withdraw the offer at any time. In the event that the Creditor wishes to withdraw the offer for the sale of Debt, the Creditor shall submit a request to Transcash.eu's e-mail address:

[\\_gielda@transcash.eu](mailto:_gielda@transcash.eu).

11. Transcash.eu shall have the right to refuse or cease to publish the Debt sale offer at the Debt Exchange at any time without stating a reason.

12. All components of the Debt Exchange, including but not limited to:

a) software used to service and maintain the Debt Exchange,

b) data published on the Debt Exchange and the manner in which the data is published, shall be the property of Transcash.eu and shall only be used in the manner set forth in these Regulations.

#### **§4 Creditor's declaration and liability**

1. The Creditor of the Debt published on the Debt Exchange declares that:

a) The Creditor owns the claim against the Payer indicated in the sale offer,

b) Debt is factual,

c) The Creditor has documents confirming the existence of the Debt,

d) the Debt sale offer is published in order to sell the debts by way of a public announcement, in accordance with Article 4 of the Act of 9 April 2010 on the provision of business information and the exchange of business data (Dz.U. of 2010 No. 81, item 530),

e) the Debt sale offer does not contain any information which violates the generally applicable legal regulations, in particular the provisions of the Act of 9 April 2010 on the provision of business information and the exchange of business data (Dz.U. of 2010 No 81 item 530), and the Act of 16 April 1993 on combating unfair competition (Dz.U. of 1993 No 47 item 211).

f) shall not include any advertising or similar content intended to promote its own or a third party's services in the Debt sale offer.

g) shall inform Transcash.eu of any changes in the factual information regarding the Debt published at its request on the Debt Exchange, in particular about the changes of: The Creditor, the amount and the Payer of the Debt.

h) shall not disclose to third parties any information obtained in result of using the Debt Exchange.

2. The Creditor shall bear full responsibility for the contents of the Debt sale offer and its compliance with the Regulations, in particular for the validity of the statement referred to in the preceding item. In addition, the Creditor shall be liable for all legal effects caused by

the publication of the offer, including in particular those arising from including any information that does not comply with generally applicable laws or the Regulations.

## **§5 Transcash.eu Responsibility**

1. Transcash.eu shall be responsible for:

- a) provision of the technical infrastructure required to maintain the Debt Exchange,
- b) execution of the instructions for publications submitted by the Creditors and the withdrawal of the Debts from the Debt Exchange,
- c) submitting inquiries concerning the Debts to their Creditors, in accordance with the provisions of the Terms and Conditions.

2. Transcash.eu shall not be liable for any damages resulting from:

- a) information included by the Creditor in the Debt sale offer and their compliance with the generally applicable laws and the Regulations,
- b) any legal defects of the Debts covered by the offers published on the Debt Exchange,
- c) validity of the information contained in the Debt sale offer,
- d) any statements made by the Creditor in violation of the provisions of §4, item 1, letters (a) through (h) of the Regulations.

3. Transcash.eu shall not be held liable for any interruptions or difficulties in accessing the Debt Exchange occurring due to circumstances beyond its control.

4. Transcash.eu shall be liable only for damages related to the operation of the Debt Exchange caused by wilful misconduct.

5. Exclusion of liability of Transcash.eu within the scope of paragraphs 2(a) to (d) and 3 the above applies to Users as well as third parties.

## §6 Complaints

1. This paragraph sets out the terms and conditions which shall apply to the complaint regarding the services provided by Transcash.eu and the procedure to be followed for handling the complaint.
2. The User has the right to lodge a complaint.
3. A complaint may be submitted:
  - a) In writing to the following address: Transcash.eu. SA, Wysoka, Chabrowa 4 street, 52-200 Wrocław 65 or
  - b) electronically to the following address: reklamacje@transcash.eu.
4. A complaint should include:
  - a) name and surname or company (name) and address of the User, hereinafter referred to as the "Claimant",
  - b) definition of the subject of the complaint,
  - c) a statement of the circumstances justifying the complaint,
  - d) signature of the Claimant - in the case of a complaint submitted in writing,
5. If the complaint does not meet the conditions specified in paragraph 4(a) to (d), Transcash.eu shall inform the Claimant that the notice does not meet the conditions for complaint, which results in rendering it unprocessed.
6. Transcash.eu shall process the complaint within 21 days from the date of its filing. Transcash.eu reserves the right to extend the 21-day period for reply in a situation where providing an answer depends on the collection of additional technical or legal analyses or translation, of which it shall immediately inform the Claimant.
7. Transcash.eu shall reply to the complaint in the following manners:
  - a) in writing, by sending a reply to the address of the Claimant's registered office,
  - b) by electronic means to the e-mail address indicated by the Claimant,

8. Transcash.eu reserves the right to leave the complaint unanswered or to refuse it if the reply to the complaint contains information provided in response to the previous complaint of the Claimant. Furthermore, Transcash.eu reserves the right to leave a complaint unanswered or to refuse to respond if a complaint:

- a) does not contain sufficient data to identify the Claimant
- b) does not contain any data allowing to issue a response to the complaint,
- c) cannot be recognised as a complaint letter due to its form,
- d) does not contain information about the reason for the complaint, questions, or a description of the objections raised,
- e) contains offensive, insulting and vulgar content, inciting the spread of hatred, racism, xenophobia and conflicts between nations,

9. Transcash.eu shall immediately inform the Claimant about the exercise of the rights specified in item 8.

10. The Claimant is fully responsible for the content of the complaint.

## **§7 Final provisions**

1. Transcash.eu shall make Debt Exchange available free of charge only to its Users.

2. Transcash.eu reserves the right at any time to change the rules of operation and availability of the debt exchange, in particular to:

- a) limiting or partially limiting User's access to the Debt Exchange.
- b) introduce User fees for using the Debt Exchange.
- c) Introduce changes in the rules for publishing and presenting advertisements for the sale of Debts on the Debt Exchange.

3. Transcash.eu may share data collected on the Debt Exchange with third parties, including entities affiliated with Transcash.eu, both in equity and in person.

4. Any amendments to the Regulations shall be made by publication on the following website <https://transcash.eu/>. Amendments to the Regulations shall enter into force on the publication date.
5. Any amendment to the Regulations shall be binding for all Debts listed on the Debt Exchange at the time of such amendment, regardless of the date on which the offer was submitted.
6. Each User who does not agree to the amendment of the Debt Exchange Regulations has the right to withdraw his/her respective Debt sales offer within one month after publishing the amendment.
7. The debt exchange is available in the following languages: Polish, English, Lithuanian, Czech, Slovak and Russian.
8. The Debt Exchange is organised and operates pursuant to the provisions of Polish law.
9. The binding Polish law shall apply to all matters not regulated by the Terms and Conditions.
10. Any disputes arising out of or in connection with the application of these Terms and Conditions shall be settled by a common court with territorial jurisdiction over Transcash.eu's registered office.

## **SECTION IV**

### **AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF DEBT COLLECTION SERVICES AND THE PRICE LIST**

#### **1. DEFINED TERMS**

1.1. GTCS - these General Terms and Conditions for the provision of debt collection services, available at: <https://transcash.eu/>.

1.2. Transcash.eu - Transcash.eu Spółka Akcyjna [*Joint Stock Company*], with its registered office in Wysoka, at the following address: ul. Chabrowa 4, 52-200 Wysoka, entered into the register of entrepreneurs of the National Court Register kept by the District Court for

Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under the following number: 0000626049, NIP no.: 8971714717.

1.3. Client - an entrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Economic Activity (Dz.U. of 2004, No. 173, item 1807), who has concluded an Agreement with Transcash.eu for the provision of debt collection services.

1.4. Price list - a price list specifying the components and amount of Transcash.eu remuneration for the provision of debt collection services, available at: <https://transcash.eu/>.

1.5. Agreement - agreement for the provision of debt collection services concluded between the Client and Transcash.eu

## **2. PROCEDURE FOR AMENDING THE GTCS AND THE PRICE LIST**

2.1. Transcash.eu amends the GTCS and the Price List by publishing the updated (amended or supplemented) contents of the GTCS or Price List on its website <https://transcash.eu/>. Amendments or supplements shall enter into force on the day they are published on the aforementioned website.

2.2. Transcash.eu shall inform the Client about any planned changes to the GTCS or the Price List by sending an e-mail to the Client's address at least 10 days in advance.

2.3. Within 7 days after Transcash.eu S.A. sends the information regarding the planned changes to the Client, in accordance with item 2.2. above, the Client shall have the right to object to the planned changes to the GTCS or the Price List by sending an e-mail to Transcash.eu [info@transcash.eu](mailto:info@transcash.eu).

2.4. The Client's lack of objection issued in the manner and within the time limit indicated in §5, item 4 of the Agreement shall be construed as Client's acceptance of the GTCS or Price List in the wording proposed by Transcash.eu.

2.5. In the event that the Client submits an objection in the manner and within the time limit indicated in item 2.3. above, both parties have the right to terminate the Agreement with immediate effect, without notice.