

## REGULATIONS OF [TRANSCASH.EU](https://transcash.eu) DEBT EXCHANGE

### §1 Definitions

**Debt exchange** - an online platform used to publish Debt sale offers, available at the Internet address: [transcash.eu](https://transcash.eu)

**Administrator** - Transcash.eu S.A. with its registered office in Wysoka at ul. Chabrowa 4 (52-200 Wrocław 65), entered in the register of entrepreneurs of the National Court Register under the KRS number: 0000626049, share capital: PLN 500,000.00 (paid-up in full), National Business Registry Number [REGON]: 020277393, Tax Identification Number [NIP]: 8971714717 - the owner of the Debt Exchange.

**User** - an entrepreneur within the meaning of the Act of 2 July 2004 on freedom of economic activity (Journal of Laws /Dz.U./ of 2004, No.173, item 1807) that gained access to the Debt Exchange according to the terms and conditions specified in the Regulations.

**Creditor** - a User that has a contractual claim [debt] towards the Debtor in connection with a performed business activity or legal relationship.

**Debtor** - an entrepreneur within the meaning of the Act of 2 July 2004 on freedom of economic activity (Journal of Laws /Dz.U./ of 2004, No.173, item 1807) having a civil law obligation towards the Creditor.

**Debt** — a monetary claim arising from Creditor-Debtor relations, meeting the requirements stipulated in these Regulations.

**Regulations** - these Regulations of the Debt Exchange, which are available at the Internet address: [transcash.eu](https://transcash.eu)

**Trans.eu system** - information and services website of the Administrator available at the Internet address: [www.trans.eu](https://www.trans.eu)

### §2 Access to the Debt Exchange

1. The Administrator shall provide the User with services consisting in granting access to the Debt Exchange under terms and conditions stipulated in these Regulations.
2. As part of the services specified in §2 clause 1, the Administrator shall:
  - a) grant the User access to the table of Debts put up for sale,
  - b) allow the User to make inquiries related to offers for the sale of Debts listed on the Debt Exchange
  - c) allow the User to publish offers for the sale of Debts held by the User.
3. In order to use the functions of the Debt Exchange specified in clause 2a and 2b, the User must have an account in the Trans.eu system.

4. In order to use the functions of the Debt Exchange specified in clause 2c the User must register an account in the Trans.eu System and enter into an Agreement for Provision of Debt Collecting Services with the Administrator.

5. Registering and maintaining an account at the Trans.eu. System is subject to the terms and conditions specified in the Regulations for the provision of services and safety of Trans.eu, available at the following Internet address: [www.trans.eu/en/regulations](http://www.trans.eu/en/regulations)

6. The content of the Agreement for Provision of Debt Collecting Services and General Terms and Conditions for the Provision of Services are available at the Internet address: [transcash.eu](http://transcash.eu)

7. Any and all Intellectual Property Rights to the Debt Exchange shall vest in the Administrator. It is prohibited to destroy, modify, transmit, download by automatic means or using computer software specially designed for this purpose, the content of the Debt Exchange and any data published on the Debt Exchange without the Administrator's express consent in writing.

8. Any and all data from the Debt Exchange may be used by the Trans.eu System in the manner specified in the Regulations of the Trans.eu System.

### **§3 Using the Debt Exchange**

1. You can use the Debt Exchange after logging into the website [www.trans.eu](http://www.trans.eu) The User obtains all the data necessary for logging during the process of registering its account in the Trans.eu System, specified in the Regulations of the Trans.eu System.

2. By logging into the Debt Exchange referred to in clause 1 above, the User accepts all the requirements of these Regulations.

3. Each offer for the sale of Debts published on the Debt Exchange shall include:

- a) the name of the Debtor
- b) Tax Identification Number [*NIP*] of the Debtor
- c) the address of the Debtor's business premises
- d) number of the document justifying the existence of the Debt (e.g. invoice number)
- e) date of the document justifying the existence of the Debt (e.g. date of issuing the invoice)
- f) maturity date of the Debt
- g) the amount of the Debt and its current balance
- h) date of publishing an on the Debt Exchange
- i) number of a Collection Order made by the Creditor
- j) identification number of the Debtor in the Trans.eu System (if available)

4. Apart from the information specified in clause 3 above, each for the sale of Debts includes a '*Make an Offer*' button which will direct the User to a form enabling the User to make an inquiry about the Debt specified in the announcement. Making inquiries with respect to purchasing the Debts through the Debt Exchange is possible only via the form available after pressing the '*Make an Offer*' button.

5. An inquiry which refers to purchasing a Debt published on the Debt Exchange may only be made by the User that is not the Debtor or a person that is not acting on behalf of the Debtor.

6. Any and all inquiries concerning purchase of the Debt published on the Debt Exchange shall be sent by the Administrator to the Debtor via electronic mail.

The Administrator shall not be liable for ensuring that the e-mail address indicated by the Creditor during the process of registering the account in the Trans.eu System, referred to in the Regulations of the Trans.eu System, is correct and up-to-date.

7. Apart from the activities referred to in clause 6 above, the Administrator shall not participate in other actions performed by the Creditor and the Users concerning the Debt, and in particular it shall not act as an intermediary in concluding an agreement transferring the ownership of the Debt.

8. In the event of any doubts, publication of information about the sale of the Debt listed in the Trans.eu System shall be deemed as a request for quotation submitted to the Debtor with respect of the said Debt.

9. Publication of information about the sale of the Debt on the Debt Exchange takes place on the basis of a Collection Order which is submitted by the Creditor to the Administrator pursuant to the Agreement for Provision of Debt Collecting Services in the manner specified in the general terms and conditions of collecting services, which are available at the following Internet address: <https://transcash.eu>

10. The Creditor whose debt has been published on the Debt Exchange shall have the right to remove the information about the Debt at any time. A request to remove the information about the Debt should be sent by the Creditor to the e-mail address of the Administrator: *info@transcash.eu*

11. The Administration may refuse or cease to publish the Debt sale on the Debt Exchange without giving reason and at any time.

12. All the components of the Debt Exchange, including in particular:

- a) software used to handle and make the Debt Exchange accessible
- b) all data published on the Debt Exchange and terms and conditions of access to such data

shall be the property of the Administrator and shall be used solely in the manner specified in these Regulations.

#### **§4 Declaration and liability of the Creditor**

1. The Creditor seeking to recover its Debt published on the Debt Exchange hereby represents that:

- a) the Creditor has a claim [Debt] against the Debtor indicated in the of sale
- b) the Debt is due and not statute-barred
- c) the Creditor has in its possession documents justifying the existence of the Debt
- d) publication of information about the sale of the Debt takes place to sell the Debt by public pursuant to the provisions of article 4 of the Act of 9 April 2010 on Disclosure of Economic Information and Exchange of

Economic Data (Journal of Laws /Dz.U./ of 2010., No. 81, item 530)

e) the Debt sale does not contain any data which would violate any applicable regulations, and in particular the provisions of the Act of 9 April 2010 on Disclosure of Economic Information and Exchange of Economic Data (Journal of Laws /Dz.U./ of 2010, No. 81, item 530), and the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws /Dz.U./ of 1993, No. 47, item 211)

f) shall not place in the Debt sale any advertising information and the like aimed at promoting its own services or any services rendered by a third party

g) shall notify the Administrator of any change of the factual status of the Debt published on the Debt Exchange at its request, including in particular changes concerning: the Creditor, the amount of the Debt and the Debtor

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

2. The Creditor shall be fully liable for the content of the Debt sale and its compliance with these Regulations, and in particular for the veracity of the declaration specified in the previous clause. Moreover, the Creditor shall be liable for any consequences of publishing the announcement, in particular for the consequences of including in the any information which is not compliant with the applicable legal provisions or these Regulations

#### **§5 Liability of the Administrator**

1. The Administrator shall be liable for:

- a) providing technical infrastructure necessary for the proper functioning of the Debt Exchange
- b) executing the Creditors' orders to publish or to remove the Debt sale from the Debt Exchange
- c) submitting the inquiries concerning the Debt to the Creditors, according to the requirements of these Regulations.

2. The Administrator shall not be liable for:

- a) the data added to the Debt sale by the Creditor and their compliance with generally applicable law and these Regulations
- b) any legal defects of the Debts published on the Debt Exchange
- c) ensuring that the data included in the Debt sale are up-to-date
- d) making by the Creditor any declarations inconsistent with the provisions of §4 clause 1 a-h of these Regulations.

3. The Administrator shall not be liable for any breaks or disruptions concerning access to the Debt Exchange caused by the reasons beyond the Administrator's control.

4. The Administrator shall be liable only for such damage related to the functioning of the Debt Exchange which was caused by its willful misconduct.

5. Inclusion of the Administrator's liability to the extent specified in clause 2 a-d and clause 3 above refers to Users and any third parties.

## §6 Complaints

1. This section determines the terms and conditions to be fulfilled by the complaint concerning the services rendered by the Administrator and the mode of the complaint procedure.

2. The complaint may be lodged by the User.

3. The complaint may be lodged:

a) in writing at the following address: Transcash.eu SA, Wysoka, ul. Chabrowa 4, 52-200 Wrocław 65 or

b) by electronic mail: *reklamacje@transcash.eu*

4. The complaint shall include the following:

a) first name and surname or business name and address of residence or registered office of the User, hereinafter referred to as the "Complaining Party",

b) the object of complaint

c) circumstances justifying the complaint

d) the Complaining Party's signature — in the event of the complaint lodged in written form.

5. When the lodged complaint does not fulfill the terms and conditions specified in clause 4 (a)-(d), the Administrator shall immediately notify the Complaining Party that its letter of complaint fails to satisfy the conditions of making a complaint and therefore the complaint shall not be handled

6. The Administrator shall investigate the complaint within 21 days of lodging it. The Administrator reserves the right to extend this 21-day time limit for the response in the situation when the response is subject to obtaining additional technical or legal analysis or translation, which shall be immediately notified to the Complaining Party.

7. The Administrator shall respond to the complaint:

a) in writing at the address of the User's registered office

b) by e-mail at the e-mail address indicated by the Complaining Party.

8. The Administrator reserves the right to leave the complaint unanswered or to refuse to respond to the complaint if the response to the letter of complaint includes the information which has been previously provided in response to the previous letter of complaint submitted by the Complaining Party; Moreover, the Administrator reserves the right to leave the complaint unanswered or to refuse to respond to the complaint if the letter of complaint:

a) does not include the data sufficient for identifying the Complaining Party

b) does not include the data allowing for giving and sending the answer to the complaint

c) does not have the form sufficient for considering it as the letter of complaint,

d) does not include the information about the reasons of lodging the complaint, the questions, and the

description of the reported reservations

e) includes the content that is offensive, insulting and vulgar, that promotes hatred, racism, xenophobia and conflict between nations.

9. The Administrator shall immediately inform the Complaining Party about exercising the rights specified in clause 8.

10. The Complaining Party shall be fully liable for the content included in the complaint.

## **§7 Final provisions**

1. The Administrator grants the free of charge access to the Debt Exchange only to the Users. -

2. The Administrator reserves the right to change the rules of functioning and providing access to the Debt Exchange, and in particular to:

a) restrict or partially restrict the Users' access to the Debt Exchange

b) introduce charges for using the Debt Exchange by the Users

c) change the rules of publishing and presenting Debt sale offers on the Debt Exchange.

3. The Administrator may provide access to any data stored in a database of the Debt Exchange to any third parties, including any entities related to the Administrator by capital or personally.

4. Any and all amendments to these Regulations must be published on the website: <https://transcash.eu>  
The amendments shall become effective upon publishing them.

5. Each change to these Regulations shall be binding with respect to all Debts published on the Debt Exchange at the moment of introducing the change, regardless of when the was published.

6. A User that fails to agree to introduce any changes into the Regulations of the Debt Exchange may remove its Debt sale within one month after publishing the changes.

7. The Debt Exchange is available in the following languages: Polish, English, Lithuanian, Czech, Slovak, and Russian.

8. The Debt Exchange is organized and operates according to the effective laws of Poland.

9. The effective laws of Poland shall be applicable in issues not governed by these Regulations.

10. Any and all disputes arising from the application of these Regulations or resulting therefrom shall be settled by the common court competent for the

registered office of the Administrator.