

# ADVERTISEMENT OF CONTRACTUAL CONDITIONS

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What's exactly a freight exchange?

A freight exchange is a service that gives you the opportunity to transport freights and offer freights to others to transport them. Our freight bureau is specialized and exclusive for carriers, transport agencies and logistic operators, and it is specially created for urgent passages, usually done for light vehicle or minitir).

## Registered company

The purpose of this page is to explain our personal data protection policy, including the confidential personal information and the confidential data related to your company.

We undertake and promise to protect your data as agreed in the Personal Data Protection Act. Regarding this subject, we demand that our REGISTERED USERS to respect our policy in the same way.

The next paragraphs describe the additional protection that we offer to our users.

We apply this policy to all the services that are under our liability and control, except for sites and services to third parties related to links where you can go through our website.

The principal purpose of the activity related to the general administration of the website is to organize and classify the possible incidents, to inform and to market our services always with the aim of improving the quality of our management. This means that we will technically update the services that we offer and continue to improve them in the Internet communication environment.

**TIRexpress.net**<sup>®</sup> reserves the right to transfer your data to international companies related to the commercial relationship that will be implanted, always observing the legal enquirements and the guarantee as a result of that, according to the purposes described in this document.

## User name (login) and password

When you subscribe to **TIRexpress.net**<sup>®</sup> you receive a user name and a password that protect the access to your data. We suggest to change your password regularly and never communicate it to any third parties.

## Personal information provided by the company

In some sections of **TIRexpress.net**<sup>®</sup> services you will be asked to provide or update your personal details. These details include your forename, your surname, your position in the company, your e-mail address and the phone number of the company.

Your personal details will be used by the registered users in order to apply the customers management and contract conditions of the freights offered.

## Transport Contract

**TIRexpress.net**<sup>®</sup> informs about transport offers. The transport contracts of all the freights offered in this

website will be made by third parties and not by **TIRexpress.net**<sup>®</sup> itself. Every registered user will have a transport contract made up directly and exclusively with the chosen supplier or company.

**TIRexpress.net**<sup>®</sup> will not be forced to fix up the direct or indirect damages if they are consequence of a wrong or incomplete information provided by the users to the website application, and if the damages are a result of the users behaviour or a consequence of insolvency problems that erase completely apart from the **TIRexpress.net**<sup>®</sup> control mechanisms. **TIRexpress.net**<sup>®</sup> shall not be liable for any direct or indirect damages because of services provided by external companies which have a cooperation contract with **TIRexpress.net**<sup>®</sup>, if **TIRexpress.net**<sup>®</sup> is working just as a mediator.

### **Personal information provided by other users of TIRexpress.net<sup>®</sup>**

To cover the communication requirements of our subscribers (e.g. sending a fax through our services), TIRexpress.net<sup>®</sup> offers the subscribers the possibility of visualize the other registered users through our website and, at the same time, this service give others the opportunity of visualize the personal information that you have provided to us.

The key words to access to the private area in TIRexpress.net<sup>®</sup> are private and untransferable, and they are assigned just to the person/company that has requested to be a member.

### **User's responsibilities**

Every person that uses the access in the name of a company shall be responsible for all the operations that he realises in the website system, and the company will be the only responsible for the consequence of the access of someone not allowed to.

At the same time, the company will have the liability in case of a bad use of the website system by third parties if the company gives them the key word to access to the website system. The company will be liable as well if the TIRexpress.net<sup>®</sup> data base is used for commercial purposes, specially by companies with similar activity, direct competitors or non authorized companies by **TIRexpress.net**<sup>®</sup>.

**TIRexpress.net**<sup>®</sup> does not cover any liability for the damages that are consequence of a bad use of the service. The improper behaviour of a registered user will develop in the straight cancellation of the contract. **TIRexpress.net**<sup>®</sup> offers services according to the legal framework, and the users shall abstain from any act that violates the public order, the penal investigation, the public security, the personal dignity or the discrimination for race, religion, sexual, opinion or nationality reasons if they affect to the health and children protection. Otherwise, **TIRexpress.net**<sup>®</sup> does not cover any liability.

### **Information provided by you and related to your company**

If you are subscribed to our services, you can ask for your company details, contact name, and eventually, logo and picture to appear in our service "Search User". The subscribers of **TIRexpress.net**<sup>®</sup> can present their company profile, the regular freights destinies and eventually, the specializations. All the users of **TIRexpress.net**<sup>®</sup> can access to "Search User".

### **Information related to your operations**

When you use our services you introduce at the same time data concerning to your operations, like for

example information about freight rates or SMS and fax's information with the purpose of passing them to third parties through our services.

This information is visible in force offers and stored in expired offers. In the same way, the mentioned information will be used with statistical purposes related to the management of the services, in order to prevent fraud and abuse.

### **How do we use the information that we receive when you use our websites and our services**

Before you connect with our services, we use 'Cookies' to observe the frequency of your visits to our websites and to register your preferences (like for example the language you chose to visit our websites).

After you connect to our systems, we collect additional information that can be useful for us to identify you. This information includes the dates and the time spent for you doing the operations through our website.

The using information gives us the opportunity of personalizing our services, helps us to invoice the services, and is used as statistical purposes related to the management of the services in order to prevent fraud and abuse.

The statistic information can be communicated to third parties with the condition that they accept our privacy policy or in the case that this information was added to a group that turns into anonymous information.

### **Information about your computer configuration**

When you access to our services we can collect the IP direction from your computer, and information about the computer's software configuration.

**TIRexpress.net**<sup>®</sup> and his Registered Users use the information about data configuration for the technical assistance, to improve the quality and accessibility of our services, with statistical purposes related to the technical assistance and the management of our services, with contractual purposes and in order to prevent fraud and abuse.

### **Access right, rectification and opposition**

You have the right to access, rectify and to be opposed to the use of your personal details. Therefore, you will have to send us a signed form, and after verifying your identity your personal details will be corrected or removed from our data base.

### **Information about the Privacy Statement**

We reserve the right to modify the Privacy Statement in case that we need it because of changes in our policy, management, legislation or jurisdiction. If you wish to ask us about our privacy policy or if you would like to give us your opinion about it, we ask you to contact our local agent, in the following address:

*Ballo Microstudi, sl. B-63820815 E-08540 Centelles BCN – Spain.*

We inform you that you can also send an e-mail to [info@tirexpress.net](mailto:info@tirexpress.net) to exercise your rights of access, rectification, cancellation and opposition.

For all that we ask for your authorization to be able to manage the processing of your data according to all the aforementioned, and in order to be able to send information related to our organisation that could be interesting for you.

### Quotation and price of the services for users in Spain

To register in **TIRexpress.net**<sup>®</sup> represents the compromise and the acceptance of all the points of this contract, to contract the services and to pay for the contracted services. The present contract lasts for one year from the first invoicing in the payment of the first monthly instalment.

The signature of the present liability contract and to present the documentation required is indispensable to the validity of the services.

You must send the following information by FAX (0034 91 414 29 68) or e-mail (legal@tirexpress.net ) to prove the professionalism of the company:

company (fiscal address, identification number...)

-Legal information about the

-IAE

-Freight license card

-Professional Agency

development

-Agency Merchandising

Insurance, etc...

**TIRexpress.net**<sup>®</sup> reserves the right to refuse admission to the registered users if it can be proved that the documentation presented is not real.

### Payment

options:

**1st. option:** Annual fee of 200€. **2nd option:** Monthly fee of 18€.

**TIRexpress.net**<sup>®</sup> will send monthly an invoice by mail for every payment of the services provided. The invoice will be always available in the private access area of the website, ready to be consulted or downloaded. This price does not include the costs of sending SMS messages and other complementary services.

The contracted price that appears in the invoice will be paid at once whereby the options offered in the payment menu of Banco Popular (Popular Bank).

The payment can be modified by **TIRexpress.net**<sup>®</sup> with an advice before the date of the year contract renewal.

The length of the present contract will be extended for the same period of time except for receiving a certificate, fax or e-mail from the user one month in advance of the expiring date of the contract.

**TIRexpress.net**<sup>®</sup> will provide to the user the identification code (login), unique and unrepeatable, and a password (series of characters or numbers) to allow him to access to the private area of **TIRexpress.net**<sup>®</sup>.

We would like to end up wishing you good luck, professionalism and GOOD ROUTE.