

GTC – e-cargoo.com

General Terms and Conditions

for the use of the e-cargoo.com online freight exchange and freight organization platform (hereinafter: Platform)

Effective: from 2 January 2026

Version: 1.0

1. Service Provider Details (Operator)

Company name: ECGO Group Limited Liability Company (ECGO Group Kft.)

Registered office: 1144 Budapest, Kerepesi út 140–142., 9th floor, door 119

Company registration number: 01 09 451423

Tax number: 32957420-2-42

E-mail: ecgogroup@ecgogroup.hu

Web: www.e-cargoo.com

2. Definitions

For the purposes of these GTC:

- User: a natural person registered on the Platform acting on behalf of a Business.
- Business / Member: a legal entity or an unincorporated business organization registered on the Platform.
- Platform: the online interface available under the e-cargoo.com domain, the website and the related IT system (including all its subpages, functions, databases, APIs and mobile-optimized interface), the purpose of which is to provide a technical means for shippers, carriers, freight forwarders and other professional actors to find each other, publish offers, search for offers and contact each other.
- Operator: the business entity that develops, operates and maintains the Platform and provides the services available on the Platform, namely: ECGO Group Kft. (registered office: 1144 Budapest, Kerepesi út 140–142., 9th floor, door 119; company registration number: 01-09-451423; tax number: 32957420-2-42).
- Client (Shipper): a party offering a transport task/goods (freight order, transport demand).
- Carrier: a party offering vehicle capacity/transport services.

- Forwarder / Freight Forwarder: a party acting as an intermediary/organizer.
- Advertisement / Offer: publication of a freight offer or capacity offer on the Platform.
- Transaction: contact/arrangement concluded between the parties (Client –Carrier, etc.) via the Platform.
- Contract for Carriage: a contract for carriage/freight forwarding concluded between the Client and the Carrier (or other parties).
- Content: any data, text, document, message, advertisement, upload, rating.
- Pricing Plan/Subscription: the fee paid for using the Platform.
- Additional Service: optional service (e.g. highlighting, verification, escrow/deposit, extra users, API).

3. Subject, Scope and Acceptance of the GTC

3.1. These GTC set out the terms and conditions for using the Platform.

3.2. The Platform is a B2B (business) service: exclusively for businesses and professional participants.

3.3. By registering, logging in and using any function, the Member/User accepts these GTC and the related notices (Privacy Notice, Cookie Notice, Security Policies). By registering, the Member expressly accepts that any legal relationship relating to carriage is created exclusively between the parties, and the Operator does not qualify as a contracting party.

3.4. The Operator is entitled to unilaterally amend these GTC. The Operator shall notify registered Users of any amendment electronically. The amendment shall enter into force on the 5th day following publication.

If the User does not agree with the amendment, they are entitled to terminate the contract without justification until the effective date.

Continued use of the service shall be deemed acceptance of the amended GTC. The amendment shall not affect services already performed under legal relationships created prior to the effective date.

4. Operation of the Platform, Functions and the Transaction Process (HU)

Use of the Platform does not qualify as intermediary, agency or mandate activity on the part of the Operator.

4.1. Operation of the Platform and content of the service

a. Access to the Platform

The services of the Platform may be used only after successful registration and approval by the Operator.

The Operator is entitled to reject registration without justification or request additional documents.

Registration Process

- To use the Platform, the User is required to provide, during registration, the data requested by the Operator that are necessary for the identification of the User and the verification of their authorization (in particular: company details, the details of the registering person, contact information), in a truthful and accurate manner.
- The Operator is entitled to verify the accuracy of the provided data and the User's authority to act, and may request additional documents for this purpose (in particular: company registration extract, bank account details, licenses or permits).
- The Operator may require a test bank transfer during the registration process in order to verify that the registering person is acting in their own name and/or as an authorized representative.
- The Operator reserves the right to reject the registration without providing reasons.
- The User is obliged to notify the Operator without delay of any changes to the data provided during registration.
- In the event that false information is provided or the obligation to provide accurate data is breached, the Operator is entitled to suspend or terminate the User's access to the Platform.
- The registration shall be deemed successful and completed when the Operator sends a confirmation email to the User; thereafter, the User shall be entitled to access and use the Platform.

b. Functions provided by the Platform

The Platform operates as an electronic marketplace, which may in particular provide the following functions to Members:

- company search function (searching for partners among Members registered on the Platform),

- publication of freight advertisements (posting transport demands),
- searching for freight offers,
- management of own freight advertisements (modification, deletion, archiving),
- advertising cargo space/vehicle capacity,
- searching for cargo space/vehicle capacity,
- anagement of own cargo space advertisements,
- browsing recommended freights and capacities,
- contacting other Members
 - o via the contact details displayed on the Platform (e-mail, phone, fax), and/or
 - o via the Platform's built-in messaging and file-sharing functions.

The Operator is entitled to modify or expand the range of functions, or to temporarily or permanently discontinue certain functions.

4.3. Contact and agreement between the parties

The Platform exclusively provides contact and communication between Clients, Carriers, freight forwarders and other professional actors.

The parties may:

- make offers and negotiate within the Platform,
- conclude agreements within or outside the Platform (by phone, e-mail, contract, mandate).

The contract of carriage/freight forwarding is concluded not with the Operator but exclusively between the parties.

4.4. Commencement of an off-Platform transaction

The legal relationship between the parties and the conclusion of the contract for carriage shall be deemed an off-Platform transaction from the moment a direct agreement is reached between the parties on the performance of the transport (in particular: by written mandate, order, CMR, acceptance by e-mail or phone).

From this point onwards, the legal relationship exists entirely between the parties, and the Operator has no influence over it.

Members use the Platform and the partners identified there at their own risk and acknowledge that the Operator only provides the technical interface.

5. Verification (admission), partner due diligence obligation and disclaimer of liability (HU)

5.1 Registration verification and its limitations

The Operator is entitled, during registration, to verify Members based on its own internal methods, risk management principles and publicly available data sources (e.g. company data, registers, basic authorizations).

The Operator is entitled to determine the scope, method and depth of the verification at its own discretion, and is further entitled, during or after registration, to request additional documents, certificates, test bank transfers, and any company data necessary to identify the Business or assess risk. The Operator is entitled to reject, suspend or terminate registration or access without justification.

Verification carried out by the Operator does not constitute a guarantee, certification or authentication, and does not mean that the Member:

- has provided true, complete and up-to-date data,
- operates lawfully at all times,
- is solvent,
- holds all permits and insurance required for its activity.

The Operator assumes no liability for the truthfulness, completeness or timeliness of the data provided by Members.

5.2 Mandatory partner due diligence by the parties

Following the establishment of contact on the Platform, it is the independent obligation of each Client and each Mandated party to conduct careful, businesslike due diligence of the other party prior to concluding a contract and – where justified – throughout the entire term of performance.

The Client and the Mandated party are obliged, in particular (but not exclusively), to verify the following:

- the existence of the partner company, its company data and representation rights in official company registers and databases,

- the partner's financial and legal status, in particular whether it is subject to
 - o liquidation proceedings,
 - o insolvency proceedings,
 - o enforcement or compulsory strike-off,
- the official permits, licenses and professional competence required for the activity performed by the partner,
- the existence, validity and scope of the liability insurance maintained by the partner that is required for the specific task (in particular: carrier's/freight forwarder's liability insurance, CMR liability insurance).

The parties acknowledge that both the Client and the Mandated party are obliged to verify the other party, its permits and its insurance.

5.3 Express disclaimer of liability in the event of verification deficiencies

Any damage, loss or legal consequence arising from the failure to perform due diligence or from incomplete performance thereof shall be the sole responsibility of the parties, and the Operator assumes no liability whatsoever in this regard.

The Operator expressly disclaims any liability for damages arising from the fact that the parties:

- did not properly verify each other's company data and legal status,
- did not ascertain the existence of the required permits and insurance,
- concluded contracts with insolvent, dissolving or unlawfully operating partners.

6. Role of the Platform – intermediary nature, disclaimer of liability

6.1. The Operator is not a carrier, not a freight forwarder, not a client, not an agent, and not a contracting party in transports concluded on the Platform.

6.2. The function of the Platform is to create contact between Clients and Carriers (and other professional parties) through advertisements/messaging/offer-making.

6.3. The contract of carriage/freight forwarding is concluded exclusively between the parties, with terms enforceable outside the Platform as well (e.g. written mandate, CMR, framework agreement).

6.4. The Operator assumes no liability whatsoever for transports carried out via the Platform, in particular for:

- the conclusion, performance or failure of the contract,
- payment of fees, late payment, non-payment,
- damages, loss of goods, delay, fines, penalties,
- legal disputes, complaints, debt collection,
- the lawful operation, permits and insurance of the parties,
- the truthfulness of the published data.

7. Registration, eligibility, representation

7.1. Only businesses (companies/sole proprietors) are entitled to register.

7.2. The registering person declares that they are authorized to act on behalf of the Business.

7.3. The minimum data required for using the Platform: company name, registered office, tax number/VAT, company registration number/registry number, contact person, e-mail, phone number, country, scope of activity.

7.4. The Member is obliged to provide true, accurate and up-to-date data and to keep them updated.

8. Admission, verification, risk management

8.1. The Operator is entitled to approve or reject registration and to request additional documents (e.g. company extract, EU VAT number, permits, liability insurance, proof of business premises, power of attorney).

8.2. For risk reasons (suspected fraud, incomplete data, poor business history, abuse), the Operator may refuse activation or renewal.

8.3. The Operator may carry out verification based on public databases and/or with the involvement of partners.

8.4. Verification does not constitute a guarantee: it does not confirm that the Member is solvent, lawful or reliable at all times.

9. User accounts, access, security

9.1. Access is personal and non-transferable.

9.2. The Member is responsible for all actions performed with their account

and must protect their password and notify the Operator immediately in the event of any incident.

9.3. The Operator is entitled to apply 2FA, IP restrictions, device identification and logging.

10. Platform services

10.1. Publishing and searching for freight offers.

10.2. Publishing and searching for cargo space/vehicle capacity.

10.3. Making offers, negotiations, messaging, notifications.

10.4. Document attachments, templates, freight orders.

10.5. Ratings, reviews, incident reports.

10.6. API/integration.

11. Publication and content rules

11.1. The Member may only publish advertisements that are:

- true, accurate, not misleading,
- not in violation of law and not infringing third-party rights,
- not containing prohibited data (e.g. login credentials for other platforms, bank card data).

11.2. Prohibited:

- fraudulent, fake freight, “test” advertisements, phishing,
- advertising illegal goods, sanctioned activities or dangerous goods without permits,
- spam, automated data collection (scraping), bots,
- circumventing the Platform to avoid regular fees,
- harassment of other Members, threats, unfair market practices.

Automated data collection and circumvention of the Platform constitute a material breach of contract; detailed rules are set out in Chapter 20.

11.3. The Operator is entitled to modify, hide or delete Content without prior notice and to restrict accounts.

12. Transaction process – obligations of the parties

12.1. After contact is established on the Platform, the parties are obliged to:

- verify each other's identity and authorization (company data, permits),
- record the terms of the transport in writing (mandate, fee, deadline, liability),
- comply with the applicable international and national rules (e.g. the CMR Convention).

12.2. The parties acknowledge that the Operator does not verify the content of the contract, and the Operator assumes no liability whatsoever for the contract between the parties.

13. Freight orders – recommended content elements and template

13.1 Freight orders – recommended content and disclaimer of liability

In connection with the use of the Platform – in order to facilitate agreements between Members – the Operator may make an recommended freight order template available.

The template is for informational purposes only, does not constitute legal advice, is not comprehensive, does not necessarily contain all mandatory elements required by law or business practice, and may be freely supplemented, modified and edited by the parties.

Members acknowledge and accept that:

- the Client is solely responsible for the completeness, accuracy and lawfulness of the content of the freight order,
- the Mandated party is obliged to review the content of the mandate and clarify any deficiencies or contradictions prior to performance,
- the Operator assumes no liability whatsoever for any damage, dispute or other consequence arising between the parties from the use of the template, improper completion, incomplete or inaccurate data, misunderstandings, interpretation disputes, or any other cause.

The Operator expressly states that it does not examine, adjudicate or mediate

disputes arising between Members, including in particular legal disputes arising from incomplete completion of freight orders, lack of information, differing interpretations or any conduct of the parties.

The Operator also assumes no liability for whether the template complies with any specific law, international convention (e.g. CMR), industry standard or the specific characteristics of the legal relationship between the parties.

13.2 FREIGHT ORDER – TEMPLATE (sample)
(freely editable, not exhaustive, not legal advice)

Client (Consignor / Shipper / Principal):

Company name:
Registered office:
Company registration number:
Tax number (EU VAT):
Contact person:
Phone / E-mail:
24/7 operational contact:

Carrier (Contracted party):

Company name:
Registered office:
Company registration number:
Tax number (EU VAT):
Contact person:
Phone / E-mail:
24/7 operational contact:

1. Transport details

Loading place (exact address, gate):

.....

Loading date + time window:

Booking / time slot: yes no | Who books: client carrier

Unloading place (exact address, gate):

.....

Unloading date + time window:

Waiting fee: _____ €/hour after ____ hours

2. Goods details

Description:

Weight (kg): Pallets / m³:

ADR: no yes → UN number / class:

Oversized: no yes → dimensions:

Temperature: °C

Pallet exchange: yes no

Responsible for load securing: carrier consignor

3. Vehicle and equipment

Vehicle type: curtain-sider box refrigerated mega other:

Tail lift required: yes no

Loading method: side rear ramp

Required equipment: lashing straps anti-slip mats corner protectors

ADR equipment

Two drivers required: yes no

4. Full truck / combinable cargo

full truck required

combinable with other goods

5. Subcontracting and own equipment

own equipment only

subcontractor allowed

In case of subcontracting, the main carrier assumes full responsibility.

6. Permits, compliance

all necessary permits are available

required authorizations for special goods are in place

7. Insurance

Carrier's liability insurance: EUR

Special cargo insurance: yes no

Insurance against "tricky theft": yes no

Additional insurance required: no yes → who arranges: client carrier

8. Fees and payment

Freight fee net:

Surcharges:

Payment term: days

Payment method: bank transfer factoring

Currency:

Documents required for invoicing: CMR POD delivery note

9. Delay, penalty, waiting

Delay penalty: _____ EUR / hour, max. _____ EUR

Waiting: _____ EUR / hour

No-show fee: _____ EUR

10. Operational communication

after loading en route after unloading

GPS tracking: yes no

Deadline for sending documents: hours/days

11. Cancellation / modification / force majeure

Cancellation deadline:

Cancellation fee:

Modification surcharge:

Force majeure: as per CMR

12. Other provisions, information.....

13. Law and other terms

Any deviation is valid only in writing.

The mandate becomes valid upon confirmation.

Governing law:

Competent court:

Client signature: _____ Date: _____

Carrier signature: _____ Date: _____

14. Prohibition of advance payment / payment security

14.1. Principle of the Platform: the parties contract at their own risk.

14.2. By default, the Operator does not support advance payment (payment of the fee before performance of the transport) between the parties, and is not liable for any damages arising from such agreements.

15. Fees, subscription, invoicing, User termination

15.1. The Platform’s functions and their use are subject to fees (Pricing Plans).

15.2. Fees are determined in accordance with the price list published on the

website; they may change.

15.3. Subscription may be: weekly/monthly/annual; automatic renewal;

15.4. Invoicing: electronic invoice; the Member is responsible for invoicing data.

15.5. Refunds: by default there is no pro rata refund, except as required by law or by the Operator's individual decision. The Operator assumes no liability for lost revenue due to downtime; refunds are exclusively pursuant to Section 28.2.

15.6. In case of late payment, the Operator may suspend access.

15.7. User termination:

The User is entitled to terminate their subscription at any time in writing, electronically, by e-mailing a notice to pricing@e-cargoo.com.

In the event of termination, the contract shall terminate upon expiry of a 30-day notice period calculated from the date the termination is communicated to the Operator.

During the 30-day notice period, the User is entitled to use the Platform services under unchanged terms.

In the case of a quarterly or annual subscription, if after the expiry of the 30-day notice period an unused prepaid subscription period remains, the Operator shall refund the prepaid fee to the User on a pro rata basis.

If the subscription period expires during the 30-day notice period, a new subscription period will not be automatically invoiced, and access to the Platform will cease at the end of the subscription period.

The refund shall be made within 15 days from termination of the contract, to the bank account provided by the User.

16. Trial version, promotions

16.1. The Operator may provide a free trial period and promotional code; it shall publish the terms.

16.2. The trial does not guarantee that the full service is available under all circumstances.

17. Ratings, scoring, incidents, complaints

17.1. The Operator may provide a rating system and incident reporting.

17.2. The purpose of such systems is community information; they do not constitute statements of fact, and the rating/scoring is not a qualification,

certification, or guarantee of a partner's reliability or solvency. They do not constitute credit ratings and do not replace partner due diligence.

17.3. The Operator is entitled to remove a report even without investigation, or to publish it subject to certain formal conditions.

17.4. Complaint handling: the Member may report abuse by e-mail; the Operator is entitled to take measures (restriction, deletion).

18. Prohibited abuses, fraud prevention

18.1. The Operator may apply technical and organizational measures (monitoring, risk rules, restrictions).

18.2. Theft/fraud attempts, false identity, forged documents, hijacking/diversion of transport, unauthorized data collection are prohibited.

18.3. In case of suspicion, the Operator may immediately suspend access and request data.

19. Sanctions, payment discipline and exclusion

19.1 Sanctions, payment discipline and exclusion

Withholding payment between Members – only on a pre-recorded legal basis

The Client (or any Member obliged to pay) is entitled to partially or fully withhold the freight fee or any other consideration only on the basis of a legal ground that has been recorded in writing in advance and accepted by the parties, and which is expressly defined in the freight order or in the contract between the parties.

Such legal grounds may include, in particular (but not exclusively):

- a pre-determined contractual penalty for delay,
- verified theft or verified material damage,
- a contractual penalty defined in the freight order in case the transport is cancelled by the Client.

Withholding payment is lawful only on the given legal ground and up to the amount thereof.

If the Member withholding payment cannot prove an appropriate legal ground that was recorded in writing in advance and accepted by the other party, then

non-payment shall constitute a material breach of these GTC, and the Operator is entitled to permanently exclude the non-paying Member from the Platform.

19.2 Failure to pay fees due to the Operator – automatic suspension

If the Member fails to pay any fee, subscription fee or other consideration due to the Operator within 8 (eight) calendar days of its due date, the Operator is entitled to suspend the service, in whole or in part, without further notice, until the outstanding amount is paid in full.

During the suspension period, the Member is not entitled to use the Platform services; however, the obligation to pay fees remains unchanged during the suspension period as well.

19.3 Exclusion for breach of rules, action without justification

The Operator is entitled to restrict, suspend or permanently terminate the Member's access, in whole or in part, in particular in the following cases:

- breach of these GTC or any related policy,
- illegal conduct,
- activities endangering the operation, security or reputation of the Platform,
- harm to the community of Members.

The Operator reserves the right to apply termination or restriction of access without providing justification.

20. Intellectual property

20.1. The Platform's software, brand name, UI and database are the property of the Operator (or its licensors).

20.2. The Member is not entitled to reverse engineer, copy, sell, "rebrand" ("white-label") or redistribute it as its own product,

20.3. The Member grants the Operator a right of use to the published Content for the purpose of providing the service (storage, display, processing, statistics).

20.4 Ownership rights

The entire content and operation of the Platform (e-cargoo.com), including in particular (but not limited to):

(a) the software, source code, object code, database structure, architecture,

APIs, algorithms, search/recommendation logic, business logic, integrations, (b) the user interface (UI/UX), design, layout, graphic elements, logos, trademarks, domain, texts, tables, icons, (c) the datasets, lists, reports, statistics, rankings, ratings available on or generated by the Platform, and (d) the Platform database and its contents, in particular the partner list, user/company profiles, contact details, advertisements, offers, messages, transaction metadata (hereinafter collectively: Platform Content), constitute the exclusive intellectual property of the Operator (ECGO Group Kft.) and/or its licensors, and are protected by copyright, trademark law, database rights, trade secret protection and other legal protections.

20.5 Limited license

The Member obtains a non-exclusive, non-transferable, revocable, time-limited right to use the Platform during the term of the service, exclusively for the Member's own internal business purposes of freight organization/transportation. The Member does not acquire any ownership right or proprietary right in the Platform.

20.6 Copying, extraction, data collection

It is prohibited to copy, reuse, extract, bulk-download, mirror, reproduce, distribute, communicate to the public, or otherwise use any part of the Platform Content in the Member's own or any third party systems – even if the given Content was accessible to the Member.

In particular, it is expressly prohibited to:

- export, “photograph”, screenshot, manually or automatically copy the partner list or contact details,
- save advertisements/offers in bulk, perform structured data extraction,
- use any database (in whole or in part) to build another platform, as training data, as analytical data, for market research, or as a commercial list.

20.7 Prohibition of scraping, robots, automation, reverse engineering

The Member is not entitled to:

- use robots, crawlers, scrapers, data collection software, browser automation, “headless” clients, emulation of API calls or any similar

technology on the Platform (unless the Operator authorizes it in writing or provides an official API and its terms are accepted),

- reverse engineer, decompile, disassemble, “infer” the operation, or conduct security testing without authorization,
- circumvent the Platform, break access restrictions, or gain unauthorized access.

20.8 Prohibition of marketing outreach and database use

The Member acknowledges and expressly undertakes that it will not use any data learned on the Platform or derived from the Platform Content (in particular: partner list, company name, contact person’s name, e-mail, phone number, routes, fees, transport patterns) for:

- direct marketing (DM), cold calling, mass e-mailing, newsletters, advertising,
- acquiring business by bypassing the Platform,
- building a partner database, uploading to a CRM, creating lead lists,
- transfer, sale, leasing, exchange to/with third parties,
- any activity aimed at “poaching” or enticing away the Platform community.

It is prohibited to contact partners learned on the Platform for marketing purposes if the basis or source of the outreach is the Platform Content, even if the Member could otherwise find the same data in public sources.

20.9 Competing service, “repackaging” of the database, prohibition of platform cloning

The Member is not entitled to use the Platform Content or know-how derived from the operation of the Platform to:

- create or operate the Member’s own or a third party’s competing freight exchange/marketplace/database,
- develop a “platform clone”,
- substantially copy the Platform’s business model or data structure.

20.10 Consequences of breach of contract

In the event of a breach, the Operator is entitled to:

- immediately suspend or terminate access,
- block the infringing Content/access,

- retain logs and access traces and (within legal limits) use them,
- claim damages.

Contractual penalty:

In the event of a breach of Sections 20.6–20.9, the Member shall pay a contractual penalty of HUF 10,000,000 (ten million HUF) per occurrence, and shall compensate the Operator for its full damages and lost profit. Payment of the contractual penalty does not exclude further claims.

In the case of the listed infringements, the Operator – in addition to the contractual penalty and damages – is entitled to:

- initiate civil proceedings against the infringer in Hungary and – if necessary – in any Member State of the European Union,
- enforce the infringement by filing a criminal complaint (in particular: crimes against information systems, breach of trade secrets, copyright infringement).

The Member acknowledges that in the event of such infringements the Operator treats the matter not only as a breach of contract, but also as unlawful damage and infringement of intellectual property, and will use all legal remedies available to it.

20.11 Member Content – license for operation

With respect to Content uploaded to the Platform, the Member grants the Operator a non-exclusive, free, worldwide license to use the Content for the purpose of providing the service (storage, display, transmission to recipient Members, backup, operational statistics), subject to the applicable data protection rules.

20.12 Legal consequences and enforcement

Any breach of any provision of Chapter 20 shall constitute a material breach of contract against the Operator, entitling the Operator, without prior notice, to apply any of the following measures jointly or separately:

- (a) immediate, permanent termination of the Member's access;
- (b) removal of infringing Content, blocking and retaining data for evidentiary purposes;
- (c) enforcement of contractual penalty and damages;
- (d) seeking interim measures and/or a court injunction to prevent further

infringement;

(e) initiation of civil and – where permitted by law – criminal proceedings.

The Member acknowledges that the database, trade secrets and intellectual works protected under Chapter 20 are protected in particular under the following laws:

- Act LXXVI of 2019 on Copyright (Sztj.)
- Act LIV of 2018 on the Protection of Trade Secrets
- Civil Code Section 2:47–2:48 (infringement of good reputation, business reputation)
- Civil Code Section 6:519 (liability for damages)
- Directive 96/9/EC on the legal protection of databases
- Directive (EU) 2016/943 on the protection of trade secrets

The Member expressly acknowledges that the Platform database was created with significant financial, organizational and technical investment by the Operator, therefore it is protected under EU database law (sui generis protection), and unauthorized extraction, re-use or economic exploitation constitutes a serious infringement.

The Operator is entitled to claim compensation from the infringing Member for all damages incurred, lost profit, costs and legal enforcement fees.

21. Data protection, GDPR, communication

21.1. The processing of personal data is governed by a separate Privacy Notice.

21.2. Logging, backups and abuse prevention necessary for the operation of the Platform may take place.

21.3. The Member acknowledges that contact details provided on the Platform may become visible to other Members for the purpose of the transaction.

21.4. Electronic communication: notifications by e-mail and within the Platform.

22. Third-party services

22.1. The Platform may use external service providers (payment, e-invoicing, maps, telematics, e-signature, etc.).

22.2. The Operator is not liable for any error, outage or terms of a third party's service.

23. Service availability, maintenance

23.1. The Operator strives for continuous operation but does not guarantee uninterrupted availability.

23.2. Maintenance, development and changes may take place at any time.

24. Account suspension, termination

24.1. The Operator is entitled to restrict or terminate an account if:

- breach of the GTC,
- failure to pay fees,
- suspected fraud,
- suspected breach of law,
- community risk.

24.2. The Member may terminate their account at any time; this does not affect any existing payment obligations.

25. Damages, limitation of liability

25.1. The Operator is not liable for contracts, transports, payments, damages, fines or lost profit between Members.

25.2. The Operator's liability – if it can be established at all – is limited exclusively to direct damages attributable to the Operator arising from the provision of the Platform.

25.3. Excluded: lost profit, damage to reputation, indirect/consequential damages, data loss, business interruption.

25.4. If liability nevertheless exists, its amount shall not exceed the total fees paid by the Member to the Operator in the 2 months preceding the damage.

25.5. The Member acknowledges: partner risk, payment risk and legal risk are the Member's responsibility.

26. Member's indemnification obligation

The Member shall indemnify the Operator against any claim/damage/fine arising from the Member's unlawful Content, activities, or the transport between the parties (in particular: sanctions violations, tax law violations/illegal goods, data protection violations).

27. Confidentiality

27.1. The Member is obliged to protect trade secrets, fees, non-public functions,

and other Members' confidential data.

27.2. Offers and prices learned on the Platform may qualify as trade secrets.

28. Force majeure, downtime, availability, pro rata refund and disclaimer of liability

28.1 Force majeure

The Operator is not liable for outages caused by circumstances beyond its control (network failure, cyberattack, official measures, natural disaster).

28.2 Downtime, maintenance and pro rata refund

The Operator strives to ensure continuous availability of the Platform; however, it does not guarantee uninterrupted operation. The Platform may become unavailable, in particular (but not exclusively) due to planned or unplanned maintenance, system updates, IT errors, overload, cyberattacks (e.g. hacking), third-party service failures or force majeure events.

If the Platform is continuously unavailable to Members for at least 3 (three) consecutive calendar days, the Member is entitled to a pro rata refund from the already paid subscription fee, provided that the Member submits a separate written claim to the e-mail address info@e-cargoo.com.

The refund is not automatic; requesting it is the Member's obligation. The Operator is entitled to verify the fact and duration of the outage based on technical logs.

The Operator assumes no liability for any loss of revenue, lost profit, loss of business or other indirect or consequential damages due to downtime of the Platform.

The Member acknowledges that in the event of downtime or a technical error, the Operator is not obliged to restore the original state, and in particular is not obliged to restore uploaded freight advertisements, cargo space advertisements, messages, offers or other Content.

29. Disputes, governing law

29.1. Governing law: Hungarian law.

29.2. The Parties shall primarily settle disputes arising from these GTC amicably through consultation. If unsuccessful, depending on jurisdiction, they stipulate the exclusive jurisdiction of the Pest Central District Court (Pesti Központi Kerületi Bíróság) and the Budapest-Capital Regional Court (Fővárosi Törvényszék), even if a foreign party is involved in the dispute.

29.3. The language of proceedings in disputes shall be Hungarian. At the

request of the foreign party, interpretation shall be provided as ordered by the court.

30. Notices

Official notices shall be sent by e-mail and/or by message within the Platform; the Member is obliged to keep their contact details up to date.

31. Severability, assignment, entire agreement

31.1. If any part is invalid, the remaining parts shall remain in force.

31.2. The Operator is entitled to assign the service/GTC within its group of companies or to a legal successor.

31.3. These GTC and the referenced documents constitute the entire agreement.