

Vilnius

« \_\_\_\_\_ » \_\_\_\_\_ 20 \_\_\_\_\_

UAB "Eurospektras," represented by its Deputy Director Aleksej Maksimov, acting under the authority granted by a power of attorney, on the one hand (hereinafter referred to as the Administrator) \_\_\_\_\_ and \_\_\_\_\_ the company \_\_\_\_\_, represented by the director \_\_\_\_\_, acting on the basis of the Charter of the company, on the other hand (hereinafter referred to as the User), made this Agreement as follows:

## 1. General Provisions

1.1. The current agreement regulates the use of [www.cargo.lt](http://www.cargo.lt) (hereinafter referred to as - Site), the Cargo.LT app on the IOS and Android platform, and the desktop application Cargo.Messenger on the Windows and macOS operating system (hereinafter referred to as - System).

1.2. As per the Administrator of [www.cargo.lt](http://www.cargo.lt) (Hereinafter referred to as - Administrator), interpreted as UAB "Eurospektras," a legal entity registered at Laisves pr. 88, LT-06125 Vilnius, Lithuania, reg. code: 126206243, VAT number: LT262062413.

1.3. Company – a physical or legal entity registered in the System.

1.4. User – a physical entity or an employee (manager) of a Company.

1.5. Account – User data saved by the System, which is required to identify them (authentication) and allow access into the System (login, password).

## 2. Registration in the System

2.1. During the registration process, the User agrees with the terms of service of the System, and by this, agrees that he has become familiar with the said terms and agrees with all stated provisions.

2.2. The User may only use one activated Account.

2.3. Upon registering a Company in the System, a unique identifier is granted - CargoID. Each Company can only have one identifier.

2.4. Upon registering a User, it is required to provide only truthful and accurate information about the User or Company;

2.5. It is prohibited to register in the System under different, fake, or fictional (etc.) names.

### **3. Company and User verification**

3.1. To check the credibility of the company, the Administrator reserves the right to request documents from the Company or person, for example, constituent documents, labor contracts, land lease and, or, rent agreements, internet provision contracts, mobile or fixed phone contracts, personal documents of employees or Company directors, etc.

3.2. The Administrator reserves the right to contact the Company or Users via phone, messenger, or email to verify the company's or its User's data.

3.3. The Administrator reserves the right to change the required data parameters to create a User Account, verify a company, or authorize a User in the System. The User is prohibited from changing his data in the System, apart from those available to edit inside the profile of the Company or User.

3.4. During the process of verifying documents or any other data, the Administrator reserves the right to suspend or temporarily pause the access to the System for the User or Company.

### **4. Obligations of the parties**

#### *4.1. The User is required:*

4.1.1. Use the System according to the terms of service and rules, as provided by the address <https://www.cargo.lt/asp/rules.asp>;

4.1.2. Not to share their login credentials (login) and password (password) to be used by third parties;

4.1.3. Not to share or disclose any information to third parties acquired by using the System;

4.1.4. To share only factual, truthful, and relevant information on the System, which does not violate the legal interests of others;

4.1.5. Assume full responsibility for the caused property and non-property damage in case of posting information that does not correspond to reality, is false, or any other violation of the legal interests of third parties, and reimburse all related losses both to the Administrator and concerning third parties;

4.1.6. Do not abuse the possibilities provided by the System to improve or ruin the rating of other users without a proper cause;

4.1.7. Pay the fees provided by the administration on time;

4.1.8. In no later than 7 calendar days, inform the Administrator regarding any changes done to the company, staff, partners, shareholders, or directors;

4.1.9. In no later than 3 calendar days, inform the Administrator regarding any changes to Company status. For example, the Company has begun bankruptcy proceedings, the Company has been declared bankrupt, or the Company has been liquidated.

*4.2. The Administrator is required:*

4.2.1. Provide the User the ability to utilize the System's database, receive and send information in regards to the offered loads and transport, publish offers, and research other provided offers inside the transportation and logistics sphere;

4.2.2. Provide technical support on working days, during working time via phone, email, or online help;

4.2.3. Within 2 working days upon signing the contract, confirm the User's name (login) and password, or deny access to the User;

4.2.4. Notify the User regarding changes done to the service provided by the System.

## **5. Responsibilities of the Administrator**

5.1. The Administrator takes all possible measures to ensure access to the System and is not responsible for:

5.1.1. Errors in the functionality of the System or the loss of data regarding companies or Users, which are caused by events that are beyond the Administrators control;

5.1.2. for lack of access or incomplete access to the System due to improper operation or breakdown on the side of the web contractor which provides web hosting services, or server placement inside the data center;

5.1.3. inaccessibility of the System caused by incorrect operation of the software or technical means of the User;

5.1.4. System malfunctions as a result of force majeure, factors beyond the control of the Administrator, including unauthorized interference with the System by Users or third parties, for example, DDoS attacks, SQL-injections, Cross-Site Scripting, Cross-Site Request Forgery, Man-In-The-Middle, Clickjacking, Brute Force, etc.;

5.1.5. the information published by Users in the System (for example, load and transport offers) and the outcomes of its use by other Users, including when concluding transactions, signing contracts, carrying out transport or forwarding, etc.

5.2. The Administrator reserves the right for a short time (no more than 48 hours) to restrict access to the System for all Users to carry out technical work.

5.3. The Administrator is not a party to the contractual relationship that has arisen between the Companies or Users in using the information provided by the System.

## **6. Administrator's rights**

6.1. The Administrator reserves the right to change the cost of the System's services without prior notice, suspend and/or interrupt the provision of services, block access to the System or its sections in general or from specific devices, block the IP address (s) of the User and/or the Company, if:

6.1.1. The Company or the User does not fulfill their financial obligations to the Administrator, other Companies, Users of the System, or third parties (customers, carriers, forwarders);

6.1.2. The Company or the User is in any way connected with other Companies, Users or persons (the same legal or actual address, the same managers or beneficiaries, hidden real names of employees, etc.), who were denied access to the System in connection with insolvency, bankruptcy, improper execution of their financial obligations, etc;

6.1.3. The Company or the User commits actions specified in section 5 of the Site Rules.

6.1.4. The Company or the User provided false information about the Company and/or employees.

6.2. The Administrator reserves the right to fine a penalty from the Company or the User coming out of the funds paid by the Company or the User for the services of the System, in the amount of:

- the monthly subscription fee, without applying current promotional offers and discounts, in case of minor violations of this Agreement;
- the equivalent of the annual subscription fee, excluding VAT, for each violation, in case of violations that pose an average threat to the interests of the Administrator or other Companies or Users;
- The equivalent of a double annual subscription fee, excluding VAT, for each individual violation, in the event of material violations damaging the interests of the Administrator or other Companies or Users, for example, in cases provided for in section 4 of the Site Rules.

6.3. In the event that the publication of ads containing an advertising nature in the sections "Chat", "Forum", "Legal advice", the Administrator reserves the right to transfer the published information to the section "Announcements" and charge a fee for this.

6.4. In order to protect the database and software, the Administrator reserves the right, without prior notice:

- Delete, hide or change the published load and transport offers in the System, an advertisement, a topic in the "Forum" section, a message or a review of a Company or the User;
- Suspend and/or interrupt the provision of services, block access to the System or its sections in general or from certain devices, block the IP address (s) of a Company or a User.

Such actions are interpreted by the Administrator as unfair competition and may be the basis for a lawsuit against the violator.

6.5. When the User publishes unpaid invoices the Administrator reserves the right to impose a fine for posting an unjustified claim. In the event of repeat violations, the amount of the fine may be increased, and the ability to publish unpaid invoices may be disabled.

6.6. In the event of an unreasonable protest to an unpaid invoice being declared to your Company, the Administrator reserves the right to recognize the protest to the unpaid invoice as unfounded and reject it, as well as to impose a fine on the Company or the User for reviewing an unjustified protest.

## **7. Service Payments**

7.1. The Administrator reserves the right to charge certain or all services on the System, and the Company is obliged to pay all bills provided to it by the Administrator within three days of receiving the invoice. The invoices are sent to the email accounts specified in the accounts of the Company or User.

7.2. In the event of a suspension, or termination of the provision of services as per the decision of the Company, the funds paid by it for the services of the System before the termination, or suspension, including funds for services that have yet to expire by the time of suspension of the provision of services, are not subject for return to the Company or third parties (creditors of the Company, etc.).

7.3. In the case that the Administrator uses the privileges given to him by the clause highlighted on 6.1 of the current Agreement, based on the subclauses 6.1.1, 6.1.2, 6.1.3, 6.1.4, the clause 6.4 of the current Agreement, the funds paid by the Company for the services of the System are not subject to return to the Company.

7.4. In the cases provided for in subclause. 5.1.1, 5.1.2, 5.1.3, 5.1.4 of this Agreement, the funds paid by the Company for the services of the System, the term of which has not expired, shall not be returned to the Company.

7.5. The Administrator reserves the right to set or change the tariffs for the System's services and the payment model (including, to charge a fee for each User of the Company) individually for each Company or User.

## **8. Final provisions**

8.1. This Agreement comprises two copies with identical legal power - each of the sides holds a copy, and the Agreement comes into force as soon as it is signed by the User and is indefinite.

8.2. All annexes to this Agreement are its integral part.

8.3. The User is obliged to send a signed copy of this Agreement to the Administrator's e-mail or by registered mail to the Administrator's address within five working days from the date of acquiring of the Agreement (the date of acquiring is the date the Administrator sent the Agreement to the User's e-mail).

8.4. The Agreement may be terminated with a written application form from one of the Parties sent to the other Party by registered mail. In this case, the Agreement terminates after 30 days from acquiring the application form for termination.

8.5. The provisions of this Agreement and the relations of the Parties in connection with this Agreement shall be governed and interpreted per the laws of the Republic of Lithuania. All disputes arising between the Parties in the course of fulfilling the obligations stipulated by this Agreement shall be resolved through negotiations and in case of failure to reach an agreement - in court.

## **9. Adresses and signatures of the parties**

**Administrator:**

**UAB „Eurospektras“**

Laisvės pr. 88, LT-06125 Vilnius, Lithuania  
Registration number 126206243  
VAT number LT262062413

**Deputy director**  
Aleksej Maksimov

**User:**

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(signature)

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(signature)