

Terms and Conditions of Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence

Terms and Conditions effective date: 11.06.2026

Last update: 21.07.2026

I. GENERAL PROVISIONS

1. Definitions:

- a) **Certified Carrier Exchange powered by TAPA EMEA** - a Community Freight Exchange created under the partnership between Trans.eu Group S.A. and TAPA EMEA, operating as a and special type of Private Freight Exchange within the Trans.eu Platform, intended for the exchange of freight-related information between eligible Users and based on the participation of TAPA-certified Carriers;
- b) **Platform** - the Trans.eu Platform available at www.platform.trans.eu;
- c) **Service Provider** - the relevant entity indicated as the service provider in the Regulations of the Trans.eu Platform;
- d) **Private Freight Exchange** - a private freight exchange operated within the Trans.eu Platform, access to which is restricted to selected Users or groups of Users in accordance with the Private Freight Exchange Access Services Terms and Conditions;
- e) **User** - an entity having an Account on the Platform and using the Platform in connection with its business activity;
- f) **Carrier** - a User operating in the Trans for Carriers product line or otherwise acting as a carrier on the Platform;
- g) **TAPA Certification** - a valid TAPA EMEA certification required for participation in the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence as a Carrier, including TSR 1, TSR 2 or TSR 3, unless the Service Provider specifies different certification requirements;
- h) **Agreement** - the agreement for access to and use of the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence, concluded between the User and the Service Provider under these Terms and Conditions.
- i) **Trial Period** - the period during which access to the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence is granted free of charge;
- j) **Existing Trans.eu Client** - a User who, before joining the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence, already has an active agreement with the Service Provider for access to the Public Freight Exchange;
- k) **New Trans.eu Client** - a User who joins the Platform and purchases access to the Public Freight Exchange in connection with or for the purpose of joining the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence.

2. These Terms and Conditions define the rules for joining, accessing and using the Certified Carrier Exchange powered by TAPA EMEA, including the eligibility criteria, subscription model, free trial periods, fees, term of the agreement and basic operational rules.

3. The Certified Carrier Exchange powered by TAPA EMEA is a dedicated private exchange available within the Trans.eu Platform. It is created in connection with the partnership between Trans.eu and TAPA EMEA and is intended to support access to TAPA-certified carrier capacity. The Certified Carrier Exchange powered by TAPA EMEA becomes operational as of July 1, 2026.

II. ELIGIBILITY AND ACCESS CRITERIA

1. Access to the Certified Carrier Exchange powered by TAPA EMEA is available only to Users who meet the conditions set out in these Terms and Conditions.
2. Access to the Certified Carrier Exchange powered by TAPA EMEA may be granted to the following product groups:
 - a) **Carriers** - Users in the TFC product line, provided that they hold a valid TAPA Certification;
 - b) **Forwarders** - Users in the TFF product line;
 - c) **Shippers** - Users in the CargoON product line.
3. In order to join and use the Certified Carrier Exchange powered by TAPA EMEA, the User shall meet the following conditions:
 - a) have a registered and authorised Account on the Platform;
 - b) have an active Public Freight Exchange subscription;
 - c) accept these Terms and Conditions;
 - d) conclude the Agreement in accordance with the Section IV;
 - e) meet the product line and role requirements applicable to the relevant User category.
4. Carriers may join the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence only if they hold a valid TAPA Certification accepted by the Service Provider. The Service Provider may verify the validity of the TAPA Certification before granting access and at any time during the term of the Agreement.
5. Shippers and Forwarders may join the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence if they have an active Public Freight Exchange subscription and meet the requirements applicable to their product line. Membership in TAPA EMEA is not mandatory for Shippers or Forwarders, unless the Service Provider decides otherwise for a specific offer or User segment.
6. The Service Provider may refuse, suspend or terminate access to the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence if the User:
 - a) does not meet or ceases to meet the eligibility criteria;
 - b) provides false, outdated or misleading information;
 - c) loses the required TAPA Certification, if applicable;
 - d) loses access to the Public Freight Exchange;
 - e) breaches these Terms and Conditions, the Regulations of the Trans.eu Platform or the Private Freight Exchange Access Services Terms and Conditions.
7. The Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence does not replace the Public Freight Exchange subscription. Access to the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence is an additional service and requires an active Public Freight Exchange subscription throughout the entire term of the Agreement.
8. If the User's Public Freight Exchange subscription expires, is suspended or terminated, the Service Provider may suspend or terminate the User's access to the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence.

III. COMMERCIAL MODEL, TRIAL PERIOD AND FEES

1. For an Existing Trans.eu Client, access to the Certified Carrier Exchange powered by TAPA EMEA is subject to a separate subscription fee. This fee is charged in addition to the subscription fee payable by such User for access to the Public Freight Exchange or other products and services available on the Platform.

2. For a New Trans.eu Client, access to the Certified Carrier Exchange powered by TAPA EMEA and access to the Public Freight Exchange are provided for one combined subscription fee (hereinafter: **Package TAPA Exchange**).
3. Subscription Fees and Trial Period.
 - 3.1. **Existing Trans.eu Clients:**
 - a) **Carriers** subscription fee for access to the Certified Carrier Exchange powered by TAPA EMEA is:
 - Initial Subscription Period: **EUR 50 net** per month,
 - After Initial Subscription Period: **EUR 200 net** per month,
 - b) **TFF and CargoON** Users subscription fee for access to the Certified Carrier Exchange powered by TAPA EMEA is:
 - Initial Subscription Period: **EUR 120 net** per month,
 - After Initial Subscription Period: **EUR 320 net** per month,
 - c) As part of the TAPA subscription fee the Client is granted **unlimited Package of Publication on TAPA Certified Carrier Exchange**,
 - d) The fees for the Certified Carrier Exchange powered by TAPA EMEA are charged on a monthly or yearly basis (Settlement Period), regardless of the billing period applicable to the User's main Public Freight Exchange subscription, including all rebates, special prices etc.
 - e) the Trial Period covers the TAPA subscription only and lasts from the date on which access to the Certified Carrier Exchange powered by TAPA EMEA is activated **until September 30, 2026**,
 - f) the Existing Trans.eu Clients may resign from further use of the Certified Carrier Exchange powered by TAPA EMEA with effect at the end of the Trial Period in accordance with Section VI.2.
 - 3.2. **New Trans.eu Clients:**
 - a) **Carriers** subscription fee for the Package TAPA Exchange is:
 - Initial Subscription Period: **EUR 175 net** per month,
 - After Initial Subscription Period: **EUR 325 net** per month,
 - b) **TFF and CargoON** subscription fee for the Package TAPA Exchange is:
 - Initial Subscription Period: **EUR 299 net** per month,
 - After Initial Subscription Period: **EUR 499 net** per month,
 - c) As part of the TAPA subscription fee, the Client is granted 2 (two) Active User Account (Seats)¹ and a monthly Publication Package as set out below:
 - **Public Freight Exchange: up to 50 Publications²,**
 - **TAPA Certified Carrier Exchange: Unlimited,**
 - d) The fees are charged on a monthly or yearly basis (Settlement Period),
 - e) the Trial Period lasts from the date on which access to the Certified Carrier Exchange powered by TAPA EMEA is activated **until September 30, 2026**,
 - f) after the Trial Period, the subscription fee shall be charged for the remaining part of the 12-month subscription term;

¹ The fee for the third and each subsequent Seat shall be payable in accordance with the Price List for Users of the Certified Carrier Exchange powered by TAPA EMEA, valid as of the date of conclusion of the Agreement.

² Additional fees for Publications over the Package: 6 € net for each Publication on Public Freight Exchange (micropayment).

- g) the User may not resign from the Certified Carrier Exchange powered by TAPA EMEA after the Trial Period, except where mandatory law or these Terms and Conditions expressly provide otherwise.
- 4. The Service Provider is entitled to change the prices in accordance with Section VIII.1 of the Regulations of the Trans.eu Platform. In such case, the User's right to terminate the Agreement under Section VII.2.1(b) i. of the Trans.eu Platform Regulations shall apply accordingly.
- 5. Subscription fees are payable on the basis of the invoices issued in advance for a given Settlement Period.
- 6. All fees are net amounts and shall be increased by VAT or any other applicable taxes, if required by law.
- 7. In the event of non-payment, the Service Provider may limit or suspend access to the Certified Carrier Exchange powered by TAPA EMEA or terminate the Agreement in accordance with these Terms and Conditions and the Regulations of the Trans.eu Platform.

IV. CONCLUSION OF THE AGREEMENT

- 1. The Agreement is concluded upon the Client submitting an order through the online form or in the PDF format bearing an electronic signature.
- 2. By concluding the Agreement, the User:
 - a) Accepts these Terms and Conditions,
 - b) requests access to the Certified Carrier Exchange powered by TAPA EMEA;
 - c) accepts the applicable Trial Period, subscription term, fee and billing rules.
- 3. Access to the Certified Carrier Exchange powered by TAPA EMEA may remain locked until the User completes the acceptance flow and, where applicable, until the Service Provider confirms that the User meets the eligibility criteria.
- 4. New Trans.eu Clients to whom the Service Provider grants access to the Certified Carrier Exchange powered by TAPA EMEA on 1 July 2026 shall conclude the Agreement no later than July 31, 2026. If the Agreement is not concluded by that date, the Service Provider shall be entitled to revoke such access with immediate effect.

V. RULES OF USE OF THE CERTIFIED CARRIER EXCHANGE POWERED BY TAPA EMEA STANDARDS & INTELLIGENCE

- 1. Carriers participating in the Certified Carrier Exchange powered by TAPA EMEA must maintain a valid TAPA Certification throughout the period of access. The Carrier must immediately inform the Service Provider if its TAPA Certification expires, is suspended, withdrawn or otherwise becomes invalid.
- 2. The Service Provider may verify the User's eligibility, including the validity of TAPA Certification, at any time. The User must provide or update information reasonably required for such verification.
- 3. The User may not:
 - a) use the Certified Carrier Exchange powered by TAPA EMEA in a manner contrary to law, good practices or the Regulations of the Trans.eu Platform;
 - b) provide false or misleading information regarding TAPA Certification or business status;
 - c) circumvent technical or eligibility restrictions applicable to the Certified Carrier Exchange powered by TAPA EMEA.

4. The Service Provider may limit, suspend or remove access to the Certified Carrier Exchange powered by TAPA EMEA if this is justified by security, compliance, non-payment, loss of eligibility, invalid TAPA Certification, breach of these Terms and Conditions or breach of the Regulations of the Trans.eu Platform.

VI. TERM AND TERMINATION

1. The Agreement is concluded for a fixed term of **12 months** starting from the date of activation of access to the Certified Carrier Exchange powered by TAPA EMEA (**Initial Subscription Period**) and is automatically renewed for an indefinite period, unless either Party submits a notice of non-renewal (in documentary form, e.g., by email, phone, or letter) at least 2 months before the end of the Initial Subscription Period.
2. **Existing Trans.eu Clients** may opt out from the Certified Carrier Exchange powered by TAPA EMEA during the Trial Period, with effect at the end of the Trial Period. To be effective, the resignation should be submitted (by sending an e-mail to: info@trans.eu) no later than 7 days before the end of the Trial Period or within another resignation deadline indicated by the Service Provider in the activation flow or commercial offer. If the User does not resign within the applicable deadline, the Agreement continues as a paid subscription until the end of the 12-month term.
3. **New Trans.eu Clients** conclude the Agreement for the full 12-month term. After the Trial Period, the Agreement continues as a paid subscription for the remaining part of the 12-month term and cannot be terminated by the User solely due to the expiry of the Trial Period.
4. After the Agreement has been automatically renewed in accordance with Sec. VI.1 above, either Party may terminate the Agreement without giving reasons by giving 1 months' notice, effective at the end of the Subscription Settlement Period. The notice of termination shall be submitted in documentary form, including by email, phone or letter.
5. The User may terminate the Agreement earlier only where:
 - a) these Terms and Conditions expressly allow termination;
 - b) mandatory law grants the User such right;
 - c) the Service Provider agrees to earlier termination in an individual case.
6. The Service Provider may terminate the Agreement or suspend access to the Certified Carrier Exchange powered by TAPA EMEA with immediate effect if the User:
 - a) loses access to the Public Freight Exchange;
 - b) loses the required TAPA Certification, if applicable;
 - c) fails to pay fees when due;
 - d) breaches these Terms and Conditions, the Regulations of the Trans.eu Platform or the Private Freight Exchange Access Services Terms and Conditions;
 - e) acts in a manner that threatens the security, integrity or reputation of the Platform, the Certified Carrier Exchange powered by TAPA EMEA Standards & Intelligence, the Service Provider, TAPA EMEA or other Users.
7. Termination or expiry of the Agreement does not affect the User's obligation to pay fees due for the period before termination or expiry.

VII. TAPA PARTNERSHIP AND CERTIFICATION DATA

1. The Certified Carrier Exchange powered by TAPA EMEA is created in connection with the partnership between Trans.eu and TAPA EMEA (Transported Asset Protection Association).

2. The Service Provider may use information on TAPA Certification or TAPA membership to verify eligibility for access to the Certified Carrier Exchange powered by TAPA EMEA and to display relevant certification attributes within the Platform.
3. The User acknowledges that TAPA EMEA is not a party to the Agreement between the User and the Service Provider, unless expressly stated otherwise in a separate agreement.
4. The User remains solely responsible for maintaining the validity of any TAPA Certification required to access the Certified Carrier Exchange powered by TAPA EMEA.

VIII. PERSONAL DATA

1. Personal data processed in connection with access to and use of the Certified Carrier Exchange powered by TAPA EMEA shall be processed in accordance with the Regulations of the Trans.eu Platform, the Privacy Policy and, where applicable, the Private Freight Exchange Access Services Terms and Conditions (all available at: www.trans.eu/en/regulations/).
2. To the extent the User enters personal data of its employees, representatives, subcontractors or counterparties into the Platform, the User must ensure that it has a valid legal basis to do so.
3. The Service Provider may process data necessary to verify eligibility for the Certified Carrier Exchange powered by TAPA EMEA, including information concerning TAPA Certification, account status, product line, subscription status and activity within the Platform.

IX. FINAL PROVISIONS

1. The Service Provider shall publish the Terms and Conditions on the following websites: <https://lp.trans.eu/certified-carrier-exchange> and www.trans.eu/en/regulations/.
2. The Service Provider shall be authorized to introduce unilateral changes into the provisions of these Terms and Conditions. Such changes shall become effective upon the publication of the amended text of the Terms and Conditions on the website indicated under item 1 hereinabove. Change of obvious clerical errors shall not constitute an amendment of the Terms and Conditions.
3. In matters not regulated in these Terms and Conditions, the following shall apply respectively in turn:
 - a) the Regulations of the Trans.eu Platform (available at: www.trans.eu/en/regulations/),
 - b) the Private Freight Exchange Access Services Terms and Conditions (available at: www.trans.eu/en/regulations/),
 - c) the Price List for Users of the Certified Carrier Exchange powered by TAPA EMEA (available at: <https://lp.trans.eu/certified-carrier-exchange>),
 - d) the Price List of the Trans.eu Platform (available at: <https://www.trans.eu/en/price-list/>), if applicable,
 - e) other regulations applicable to specific services or functionalities used through the Trans.eu Platform (available at: www.trans.eu/en/regulations/), and provisions of the law applicable to the seat of the Service Provider.
4. Any disputes resulting from and/or arising in connection to these Terms and Conditions shall be resolved by the common court competent for the registered seat of the Service Provider.