

# **e-Booking TRUCK – Service Terms and Conditions**

## **§ 1. General information**

1. These Terms and Conditions for e-Booking TRUCK service, hereinafter referred to as the "Terms and Conditions" set forth the rules for information exchange and permitted methods of using the e-Booking TRUCK service provided within Platforma Usług Elektronicznych Służby Celnej [Customs Service Electronic Services Platform] (CS-ESP).
2. The e-Booking TRUCK service within the Customs Service Electronic Services Platform (CS-ESP), hereinafter referred to as "eBT" shall be provided by the Ministry of Finances seated in Warsaw, ul. Świętokrzyska 12, 00-916 Warszawa, hereinafter referred to as the "MF".
3. The Minister of Finances shall be the administrator of the data processed within the eBT service.

## **§ 2. Definitions**

The following terms shall have the following meaning:

1. Platforma Usług Elektronicznych Służby Celnej (PUESC) [Customs Service Electronic Services Platform (CS-ESP)] – an individual access point to Customs Service e-services.
2. Customs Service e-Customer Account (CS-ESP account) – customer's account created in the CS-ESP to allow for the use of the e-services provided by the Customs, including the e-Booking TRUCK service.
3. eBT privileges – privileges which allow for full use of the service provided by the e-Booking TRUCK system.
4. eBT Service – functionalities offered to users by the e-Booking TRUCK system.
5. User – a natural person who uses the e-services provided by the Customs.

## **§ 3. General Conditions**

1. Using the eBT service is free of charge.
2. In order to fully use the eBT service, it is necessary to:
  - a) have an Internet connection,
  - b) have a device which enables Internet access, with a browser with active Java Script and cookies, whereby the system shall properly work with Internet Explorer 8.0 or higher, Mozilla Firefox 23 or higher, or Google Chrome 28 or higher.
3. Each User shall be obliged to read the Terms and Conditions before using the eBT.
4. In order to use the eBT functionality, it is necessary to have a Customs Service e-Customer account (CS-ESP account); instructions to set up and use a Customs Service e-Customer account (CS-ESP account) are available from: <https://puesc.gov.pl/web/puesc/eklient>
5. Individuals who do not have a Customs Service e-Customer account (CS-ESP account) can only use the eBT service within a limited scope.
6. The MF shall not be liable for failure to access the CS-ESP and the eBT due to any reasons beyond control of the MF.

7. The MF reserves the right to make all and any decisions regarding the content of the CS-ESP and the eBT.
8. The MF shall take all reasonable efforts to keep the content of the CS-ESP and the eBT updated and precise.
9. Due to safety reasons and any other important reasons beyond control of the MF, the MF shall be entitled to temporarily suspend access to the CS-ESP or the eBT service for a period necessary to eliminate any effects of the occurring circumstances which are undesirable for the MF or the users.

#### **§ 4. Registration – Access to the eBT**

1. The MF shall present in the eBT content which is:
  - a) generally available, dedicated to all recipients,
  - b) available for the service Users.
2. In order to fully use the eBT functionality, it is necessary to create a Customs Service e-Customer account (CS-ESP account) and receive respective access privileges, which shall require a consent from a natural person and providing his or her name, surname, e-mail address, date of birth, sex, country of origin and the PESEL [*personal ID*] number.
3. The data registered by a User when using the eBT service shall only be used for information exchange.
4. Users shall be entitled to access and correct their data.

#### **§ 5. Increasing/Deleting Access Privileges to eBT**

1. The MF reserves the right to block access privileges to the eBT.
2. Access privileges can be blocked in case of any User's breach of law or the provisions hereof.
3. A user, whose access rights to the eBT service have been blocked, cannot regain the same without prior consent from the MF.
4. If, after the blockade period is over, the User fails to discontinue actions which are illegal or contrary hereto, the MF reserves the right to permanently cancel their access rights, suspend or permanently delete the Customs Service e-Customer account (CS-ESP account).

#### **§ 6. Rights and Obligations of the Parties**

1. The MF shall grant privileges to use the eBT functionalities provided by the Customs Service within the CS-ESP.
2. The MF shall not be liable for any User's actions.
3. The MF shall take all necessary actions to eliminate any Users' actions which are either illegal or incompliant herewith.
4. The MF shall protect Users' personal data, pursuant to provisions of the act of 29th August 1997 on personal data protection (Off. J. of 2014, item 1182, as amended). Any documents transferred through CS-ESP and personal data included therein shall be subject to protection pursuant to the regulation of the Minister of the Interior and Administration of 29<sup>th</sup> April 2004 on documenting personal information processing and technical and organisational conditions for IT equipment and systems used for processing personal information (Off. J. no. 100, item 1024).

## **§ 7. User's Rights and Obligations**

1. The User shall be obliged to use the eBT according to the applicable law and the provisions hereof, which includes refraining from taking any actions contrary to social standards and generally applicable rules of using the Internet.
2. The User shall be entitled to use the eBT service after reading and acknowledging these Terms and Conditions.
3. The User shall be obliged to use the eBT service according to its intended use and observing the user's manual.
4. Any actions which hinder other Users' reservation process, including making unnecessary reservations, shall result in blocking or deleting privileges to use the eBT.
5. Any actions to hinder the work of Customs Service and/or other Users of the eBT service shall result in blocking or deleting privileges to use the eBT.

## **§ 8. Personal Information Protection**

1. The MF guarantees protection of personal data registered in the course of creating the Customs Service e-Customer account (CS-ESP account) according to the personal data protection policy applicable in the MF.
2. The MF guarantees protection of information registered by and delivered for the Users who use the eBT service.
3. The MF shall not be liable for any unauthorised change of personal data or access to information registered or delivered for an eBT User made by any third parties using the original User's IDs.

## **§ 9. Copyright and Related Rights**

The content of the CS-ESP portal, including the eBT portlet, is protected by copyright, considering art. 4 of the act of 4<sup>th</sup> February 1994 on copyright and related rights (Off. J. of 2006, no. 60, item 631, as amended) by which the following are not subject to copyright: normative acts or their official drafts, official documents, materials, signs or symbols, published patent or protection descriptions, simple press notices.

## **§ 10. Final Provisions**

1. These Terms and Conditions shall become effective as of 1<sup>st</sup> October 2015.
2. These Terms and Conditions shall be available free of charge in a form which allows downloading, recording and printing.
3. In any matters not stipulated herein, applicable provisions of law shall apply.
4. These Terms and Conditions are subject to change.
5. Users shall be notified about any change of the Terms and Conditions and a need to read and accept the same again during a first trial to use the eBT service after such a change has been introduced.

## **Supplementary Information**

The MF advises about special risks related to the use of electronic services. The information regards information which the MF identifies as potential risks which should be considered, despite MF use of security functions to protect the MF infrastructure against unauthorised influence by third parties:

1. Possible harmful software (e.g. malware, Internet worms).
2. Possible weakness in the encoding system which allows for its cracking or bypassing and thus obtaining personal and confidential information.
3. Phishing by sending fake e-mails which resemble original messages and thus obtaining personal and confidential information about the user.

The MF advises that in order to improve the service quality and to analyse customers' preferences, "cookies" are used. Cookies allow improvement of service quality by storing customers' preferences. The MF collects cookie data for its own use. Cookies do not identify personal information, are of no impact upon operations of the end-user's equipment or its software. A cookie is a string of characters sent from the MF ICT system to the user's computer when the browser calls a website. Cookies can store user's preferences and other information, though a prerequisite for cookies' work is their approval by the browser and keeping them on the hard disk. Browser settings allow for choosing an option to refuse cookies or to inform that a cookie has been sent.