REGULATIONS OF TRUCKER APPS

These regulations (hereinafter: the Regulations) apply to the mobile and web Applications (websites) – Transparking and Bans for Trucks. The Regulations shall also apply to other applications and websites of the Provider if their regulations include a reference to these Regulations.

1. DEFINITIONS

1.1. BT Application – a mobile application – Bans For Trucks;
1.2. TP Application – a mobile application – TransParking;
1.3. Application – BT or TP Application or any other mobile application of the Provider that refers to these Regulations.
1.4. Provider -Trucker Apps Sp. z.o.o z siedzibą w Wysokiej, posiadającą adres: ul. Chabrowa 4, 52-200 Wysoka, registered in the Registry of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under the number: 0000519778, NIP: 8961538638, REGON: 3022470941, User – a natural person that:
1.4.1. Has registered through the Website,
1.4.2. Has registered through the Application,
1.4.3. Has registered through any other Website or application of the Provider that allows for the use of the Application or Website.
1.5. Truck – a motor vehicle designed and constructed to carry loads. This terms also includes a goods and passenger vehicle designed and constructed to carry loads and 4 to 9 passengers (including its driver).
1.6. BT Website – a website to be found at https://bansfortrucks.eu and https://truckerapps.eu, that includes services provided by the provider of the similar functionality as in the case of BT Application.
1.7. TP Website – a website to be found at https://transparking.eu and https://truckerapps.eu.
1.8. Website – BT or TP Website or any other website understood as other web application of the Provider that refers to these Regulations.

2. TERMS OF USE

2.1. For the proper use of the Websites, it is necessary to have a device supporting any of the following web browsers: Opera/ Mozilla Firefox/ Safari/ Microsoft Edge/ Google Chrome, and to log in or register a User’s account.
2.2. In order to use the Application, it is necessary to:
2.2.1. download the Application via Google Play store (Google account is needed),
2.2.2. install the Application on a mobile device that meets the requirements specified in item 2.2.4,
2.2.3. create an account in the Application or use login data, which the User
uses in other applications of the Provider (if possible).

2.3. A mobile device, which meets the technical requirements specified in the Application description in Google Play store, is required for the proper functioning of the Application.

2.4. The Provider bears no liability for non-performance or improper performance of services by telecommunication providers, with whom the User concluded any agreements.

2.5. Data presented on the Website and in the Application are delivered to the Provider by other entities and thus the Provider is not responsible for data correctness or factual accuracy. Information included on the Website and in the Application may serve only as supplementary information. Thus, the Provider is not responsible for the consequences of any decisions made based on the aforesaid information. The Provider indicates that the information included in the Application and on the Website, despite due diligence exercised by the Provider, may deviate from the actual information.

2.6. The use of the Website and Application is free with the stipulation that:

2.6.1. the Provider may introduce fees for additional functionalities;

2.6.2. the use of some functionalities shall be dependent on the User’s registration.

2.7. The Website and Application may be used by persons, who:

2.7.1. registered an account in the Application, on the Website (hereinafter: Registered User) or

2.7.2. use the Website without account registration (among others by logging in via their Facebook or Google account).

2.7.3. If chargeable functionalities are used, the User, having paid for and been given access to such functionalities by the Provider, loses their right to withdraw from the service agreement.

3. FUNCTIONALITIES

3.1. BT Website and BT Application enable the User to:

3.1.1. track road bans for trucks across Europe,

3.1.2. share information on bans by using “share” option,

3.1.3. add new bans, edit data regarding bans,

3.1.4. send information about incorrect bans,

3.2. TP Website and TP Application enable the User to:

3.2.1. search for the nearest car park,

3.2.2. search for car parks along the planned route,

3.2.3. check facilities and protections available in car parks,

3.2.4. create a list of favourite car parks,

3.2.5. add new car parks, edit data regarding a car park,

3.2.6. send information about incorrect location of a car park,

3.2.7. assess and comment on a car park,

3.2.8. search for the nearest gas stations and restaurants in the vicinity of a given car park,

3.2.9. search for gas stations and restaurants in the vicinity of a given car
park along a planned route,
3.2.10. add new gas stations and restaurants in the vicinity of a given car park,
3.2.11. edit data regarding gas stations and restaurants in the vicinity of a given car park.
3.3. Data included on the TP Website and TP Application regarding car parks is presented on maps coming from outside providers.
3.4. The unregistered Users may use the Website and Application to a limited extent.
3.5. If the Application allows for adding content by the Users, each User, who adds content using available functionalities, is obliged to provide information in good faith and that is factually accurate at the time of its entry.
3.6. The functionalities between mobile versions and their web counterparts may differ.

4. COPYRIGHTS AND LICENCE

4.1. Proprietary copyrights to the Website and Application, and copyrights to databases created through them, are vested in the Provider.
4.2. The Provider grants the User an unlimited, by time or territory, non-exclusive and free (subject to item 2.5) licence to use the Website or Application in the following fields of exploitation:
4.2.1. using the Website or Application when it comes to some of its functionalities (if a fee is introduced for using some functionalities, the licence for them shall be dependent on the fee payment or registration),
4.2.2. temporary reproduction, recording on mobile devices,
4.2.3. displaying and entering information in accordance with available functionalities.
4.3. Under the granted licence, the User is not authorised to:
4.3.1. grant a sub-licence;
4.3.2. obtain any information on the internal structure and rules of the functioning of the Website or Application;
4.3.3. change the layout, translate, adapt or make any other changes on the Website;
4.3.4. violate the Provider’s rights in terms of database protection.
4.4. The User grants the Provider a non-exclusive, free, unlimited by time, global licence to use and disseminate photos, videos, comments and other pieces of work posted by them on the Website or in the Application. The Provider has the right to grant sub-licences.
4.5. The said licence includes in particular the following fields of exploitation:
4.5.1. recording on any audio-visual medium, in particular on a video media, hard drive, in a multimedia network (including on the Internet),
4.5.2. displaying, public performance,
4.5.3. sales in the country and abroad,
4.5.4. translating, complementing, making compilations,
4.5.5. entering into computer memory and multimedia network,
4.5.6. using in multimedia works,
4.5.7. using on websites and on social media portals,
4.5.8. marketing with the use of Internet and other techniques of data transfer that use telecommunication, Internet and wireless networks,
4.5.9. public sharing so that anyone could have access to it at the time and place of their choice.

5. PERSONAL DATA

5.1. The administrator of personal data is the Provider. The processing of personal data is carried out for the purpose of providing the services offered by Trucker Apps via the Website and the Application.

5.2. The legal basis, purpose, period of processing of the personal data and the rights to which it is entitled, as well as other important information concerning the principles of personal data processing, are detailed in the Privacy Policy available at: https://truckerapps.eu/pl/polityka-prywatnosci/.

5.3. Personal data, provided voluntarily in the registration form and when logging in, are processed on the basis of:

5.3.1. to the extent necessary for the service provision as part of the Application or Website – User’s registration/logging in to the Application or Website administered by the Administrator, referred to in item 5.1.

5.3.2. otherwise – User’s consent.

5.4. Data are collected and processed by the Provider in accordance with the Privacy Policy of Trucker Apps.

5.5. The User may grant the Provider consent to process the data posted by the User on the Website or in the Application, for the purpose of conducting the research on the market as well as behaviours and preferences of service recipients, and the research results shall be used to improve the quality of services provided by the Provider.

6. PROVIDER’S LIABILITY

6.1. The Provider supervises, on an ongoing basis, the technical functioning of the Website and Application, ensuring their correct functioning. Nevertheless, the Provider does not guarantee constant availability of all the functionalities or their faultless functioning.

6.2. The User uses the Website and Application voluntarily, at their own responsibility – meaning that, among others, the Provider is not liable for:

6.2.1. any damage, lost benefits as a result of any violation of any third party rights by the User;

6.2.2. and damage, lost benefits resulting from any disruptions to the availability of all or particular functionalities;

6.2.3. services, applications and websites provided by third parties;
6.2.4. correctness or factual accuracy of the data, referred to in items 2.4 and 2.5 of the Regulations.

6.3. The Provider bears no liability for limitations or technical issues within teleinformatic systems used by the users’ mobile devices that prevent or limit the use of the Website or Application and services offered through them by the users.

7. TERMINATION OF SERVICE USE

7.1. The Users may at any time discontinue using the Website and Application, particularly when they do not accept changes introduced to these Regulations. Further use of the Website or Application means that the User has accepted the change in the Regulations.

7.2. If it is determined that the User commits acts forbidden by the law or Regulations, or violating the principles of social coexistence or harming the Provider’s interest, particularly its reputation, the Provider may undertake all lawful actions, including limiting the User’s possibility to use the Website and Application and services provided through them.

7.3. The Provider reserves the right to suspend, at any time and due to any reason, the functioning of the Website, Application, as well as the right to change, withdraw or add new functionalities provided through the Website/Application. The Provider also reserves the right to send a notice of termination of the service agreement via e-mail with regards to each Website and Application, at any time, effective immediately.

8. FINAL PROVISIONS

8.1. Using the Website or Application is equivalent to accepting the content of these regulations.

8.2. The Regulations shall apply in the form published at https://truckerapps.eu/Regulations_TruckerApps_EN.pdf

8.3. All disputes with entrepreneurs arising from these regulations shall be settled by a competent court having jurisdiction over the Provider’s seat.

8.4. The amendments to the Regulations shall become effective upon publishing on the website, referred to in item 8.2.

8.5. Complaints should be sent via e-mail only to: info@truckerapps.eu

All complaints are handled within 14 working days.

8.6. All matters not settled herein shall be subject to the applicable provisions of Polish law.