

**User's agreement # \_\_\_\_\_**

Month \_\_\_\_\_ Day \_\_\_\_\_ 2008  
Vilnius

Joint Stock Company 'Eurospektras', company code 126206243, represented by director Laurynas Aidietis, working under Company's statute, further named as **Administrator, and** \_\_\_\_\_, company (or physical person's) code \_\_\_\_\_, represented by \_\_\_\_\_, working under Company's statute, further named as **User**, struck this agreement about the order and conditions of using database at made web-site [www.cargo.lt](http://www.cargo.lt) and its extra services.

**1. Object of agreement**

- 1.1. By signing this agreement, User obligates to use database at made web-site [www.cargo.lt](http://www.cargo.lt) and other rendering services of [www.cargo.lt](http://www.cargo.lt), and Administrator agrees to render this possibility for User by order and conditions, written below.
- 1.2. User claims that he obligates to keep the rules and instructions published at web-site [www.cargo.lt](http://www.cargo.lt) how web-site should be used, conditions and obtaining acts of law of this agreement, that finetunes the spread of information in the Internet.

**2. Commitments of the sides**

2.1. User commitments:

- 2.1.1. To use database made of [www.cargo.lt](http://www.cargo.lt) for his needs and to warrant that there will not be given for the third person to use neither user name (login) no password, also to warrant that during the usage of user name and passwords those are given for him his taken information will not be given further, sold, delivered or opened by any other way for the third person neither during the time when this agreement will be valid no after it will be finished;
- 2.1.2. To publish at [www.cargo.lt](http://www.cargo.lt) only the information that satisfies a reality that way that there wouldn't be broken legal concerns of other persons;
- 2.1.3. To publish and to cancel notices at [www.cargo.lt](http://www.cargo.lt) keeping the rules published at web-site [www.cargo.lt](http://www.cargo.lt) how web-site should be used;
- 2.1.4. To take on himself all the responsibility of made real and not real harm by cause of published information that doesn't satisfy a reality or in any case of harm of legal concerns of the third person's, and to pay for all the damages that are connected with it as for Administrator as for the third persons;
- 2.1.5. To pay at time bills given of Administrator;
- 2.1.6. Do not abuse of the possibilities those [www.cargo.lt](http://www.cargo.lt) renders, by publishing the information to search of not based disimprovement or improvement of ratings of other users of [www.cargo.lt](http://www.cargo.lt) etc.

2.2. Administrator obligates:

- 2.2.1. by signing this agreement, to render for User the user name (*login*) and password during \_\_\_\_\_ days from the day of signification of this agreement;
- 2.2.2. To inform the User about the changes of rendering services at [www.cargo.lt](http://www.cargo.lt), by publishing adequate notices at web-site [www.cargo.lt](http://www.cargo.lt);
- 2.2.3. To render for User the possibility to use database made at web-site [www.cargo.lt](http://www.cargo.lt). That means to take and to publish information, connected with offered cargos, vehicles, to publish and to read other notices connected with transport and logistics services and notices given by other users of [www.cargo.lt](http://www.cargo.lt), also to render the possibility for extra payment to use extra services [www.cargo.lt](http://www.cargo.lt).
- 2.2.4. To render the help for users of [www.cargo.lt](http://www.cargo.lt) on work days at work time by phone or e-mail, published at [www.cargo.lt](http://www.cargo.lt).

**3. Order of usage [www.cargo.lt](http://www.cargo.lt)**

- 3.1. Basic requirements of database existing at [www.cargo.lt](http://www.cargo.lt) are based in this agreement and rules of using the web-site [www.cargo.lt](http://www.cargo.lt), are published at this web-site. Administrator has a right at any time from one side to change these rules. By signing this agreement User claims that he is familiar to these rules and that he obligates to keep them. After Administrator publish the notice about the change of rules User obligates to become familiar to the changed rules and also to keep them.
- 3.2. If Administrator notes that User doesn't keep the rules of using web-site Administrator has the right to limit the User's rights or to break off the render of services for User for a time without perconceived notification.

- 3.3. User name that was given for the User (*login*) and password are connected with particular work place of the User (computer). If User wants to use the user name and password given for him from other workplace (computer), he oughts to inform about it Administrator.
- 3.4. By extra payment User has the right to use extra services of [www.cargo.lt](http://www.cargo.lt) (sending of SMS from [www.cargo.lt](http://www.cargo.lt), publishing of fast notices at the first page of [www.cargo.lt](http://www.cargo.lt), reception of SMS about the new notices etc.). Information about extra services and their rates are published at [www.cargo.lt](http://www.cargo.lt).
- 3.5. It can be approached [www.cargo.lt](http://www.cargo.lt) by internet 24 hours a day. Administrator leaves for himself the right (the longest time – for 1 work day) to limit the approach for all users of [www.cargo.lt](http://www.cargo.lt) for the short time by cause of renewing the web-site and similar works. Administrator is not responsible if there is no possibility to use [www.cargo.lt](http://www.cargo.lt), if it is not possible by cause of Internet provider or User himself.
- 3.6. Information that is publishing at [www.cargo.lt](http://www.cargo.lt) is available if the User uses computer technics that passes such requirements: Internet browser should be Internet explorer 6 or the newer or Firefox 1.5 or the newer.

#### 4. Payment

- 4.1. The usage of services and information rendering of [www.cargo.lt](http://www.cargo.lt) are provisory and for a time free.
- 4.2. Administrator has the right to make all or some of the services of [www.cargo.lt](http://www.cargo.lt) paid. Prices for the publication of a notice (cargos, vehicles, other customer, transporters, drivers – those are not safe) and review of notices published of other users at [www.cargo.lt](http://www.cargo.lt) will be placed at [www.cargo.lt](http://www.cargo.lt) and at the addition for this agreement.
- 4.3. After there will be notices about payment of using [www.cargo.lt](http://www.cargo.lt) there will be rendered a number of workplaces that User asks for the appointed time by indicated payment.
- 4.4. Extra services (sending of SMS from [www.cargo.lt](http://www.cargo.lt), publishing of fast notices at the first page of [www.cargo.lt](http://www.cargo.lt), reception of SMS about the new notices etc.) are not counted to the prices of the usage of [www.cargo.lt](http://www.cargo.lt). Payment rates for the extra services are published at [www.cargo.lt](http://www.cargo.lt).
- 4.5. User pays for Administrator's given bills during 14 days from receiving of them. Bills are rendered to User by mail.
- 4.6. Administrator has the right by one side to change the rates of payment for the services of [www.cargo.lt](http://www.cargo.lt) but not earlier than after 30 work days from the day when adequate notice was published at [www.cargo.lt](http://www.cargo.lt).
- 4.7. Administrator doesn't have the right by one side to change the rates of payment for the services of [www.cargo.lt](http://www.cargo.lt), those were agreed by sides of this agreement for the particular time (for example, for the one year), until agreed time will not finish.

#### 5. Responsibility of sides

- 5.1. User is responsible that the information that he publishes at [www.cargo.lt](http://www.cargo.lt) and contents of it would satisfy reality and to properly keep other his commitments, those are set in this agreement and rules how web-site should be used.
- 5.2. User takes all the responsibility for notices those are published by using user name and passwords those were given for him, and to keep commitments those are set in this agreement and obtaining acts of law.
- 5.3. Administrator is responsible to keep properly commitments those are set in this agreement and obtaining acts of law.
- 5.4. Administrator doesn't responsible if notices those are published of User himself or other Users of [www.cargo.lt](http://www.cargo.lt) are not true or suitable, and is not responsible of outcomes those came to User from actions those were made by cause of information that was published by User himself or other Users of [www.cargo.lt](http://www.cargo.lt). Administrator is not responsible of contents of published notices and if their formulation is satisfies a reality and obtaining law.
- 5.5. If User misses the payment term that is set in this agreement he pays 1 percent extra money from the sum that wasn't paid for every missed day.
- 5.6. Administrator has the right without any warning to suspend or to break off the render of services to User, if User doesn't keep his commitments, set in this agreement (abuses of the rights those are rendered for him, doesn't pay at the time for bills those Administrator gives for him etc.). If there is a payment that is set for using services of [www.cargo.lt](http://www.cargo.lt), it is accounted for User for the time, when the render of services was suspended by cause of the User.
- 5.7. If Administrator is given from the third persons a notice that information that User publishes at [www.cargo.lt](http://www.cargo.lt) doesn't satisfy reality or has outrage contents User is ought not further as after 2 days from the day of Administrator is given the notice by e-mail to render for Administrator arguments that information satisfies reality and its doesn't have outrage contents or to break off publishing the information at [www.cargo.lt](http://www.cargo.lt). User is ought to break off immediately the storage of any User's notice at

[www.cargo.lt](http://www.cargo.lt) if he gets the notice that particular notice breaks obtaining law, conditions of this agreement or the rules how web-site should be used or doesn't satisfy reality.

- 5.8. Administrator has the right to break off the storage of any User's notice at [www.cargo.lt](http://www.cargo.lt) if he gets the notice that particular notice breaks obtaining law, conditions of this agreement or the rules how web-site should be used or doesn't satisfy reality.

## 6. Other conditions

- 6.1. This agreement becomes valid from the day that is written in it and is valid without a limit of the term.
- 6.2. Agreement may be broken off if any of the sides will render the notice for another side about breaking off the agreement by registered mail. Agreement will be recognized broken off after 30 days from receiving a letter about breaking off the agreement that was sent by registered mail.
- 6.3. Agreement is recognized properly prepared if sides will sign 2 originals of agreement's copies (by one for every side of agreement), or if User send signed and stamped (except physical persons) copy of agreement by fax or e-mail.
- 6.4. Contentions those are connected with keeping this agreement should be dealt by trials of Republic of Lithuania at Administrator's place of residence.
- 6.5. User, by signing this agreement is ought to put extra a duplicate of Company's registration Certificate as a addition for it (for physical persons – duplicate of passport). If information that is indicated in these documents or contact data that is written below would be changed the User is ought to inform Administrator nor further than during 5 days from the day when data was changed.

## 7. Addresses and signatures of the sides

### Administrator:

JSC 'Eurospektras'  
Laisves pr. 88, LT-06125 Vilnius, Lithuania  
Company code 126206243  
Registry of legal persons  
Value-added tax's payer code LT262062413  
Bank SC 'Hansabankas' (AB „Hansabankas”)  
Payment account LT257300010077590003

Phone +370 655 17777,  
E-mail: [info@cargo.lt](mailto:info@cargo.lt)

### User:

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(position, name, surname, signature)

Place for the stamp

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(position, name, surname, signature)

Place for the stamp