

Legal Arrangements

By entering this site, you agree with all terms and provisions herein. Breaching the terms of use, the operator may ban the breaching party access, remove benefits (such as cancel registration) and / or make legal steps.

Rules - Contract on System Use

The rules stipulate the rights and obligations of the “Railway cargo transport gateway“ system and his operator. For the purposes hereof, the terms gateway, system, program, site, window, application www or web means data, computer programs, scripts and web sites loaded on internet server at <http://www.blc-eu.com>, hereinafter referred to as the “Railway cargo transport gateway“.

The term client means a legal entity or a natural person who has registered into the system and such registration was confirmed by the operator.

The term dealer means an employee or client’s authorized sales representative for whose activities in the system the client bears liability.

The term client account concerns data relating to the client as in the “Account administration“.

The term operator means the owner and operator of the system “Railway cargo transport gateway“, according identification on the said gateway.

The term registration concerns the steps according to “Registration process” and effects ensuing from the operator-approved client registration into the system and effects of these “Rules - Agreement on Use of System” relating to the system use by the client.

The operator and the client are two independent parties. After registration authorization in the system, clients are operator’s customers for the purpose of use of the system services provided by the operator. These “Rules - Agreement on Use of System” do not apply to any other contractual relation.

Use of the system is subject to a client lump sum fee on the terms specified in the operator’s valid price list which the client chooses at registration or in the client account.

Client’s rights and obligations:

1. A legal entity or natural person registered in ARES system may become a client. Each client may be entered in the system only once (one Id. No.).
2. The client may also register its dealers within the client account. The client shall be liable for the activities and keeping the Rules - Agreement on Use of System, also for its dealers.
3. All data entered at registration must be true and client shall be liable for the correct registration of the data. Data on its gateway profile must be updated and kept valid by the client. The client is also responsible for all other information stated in the client account.
4. The client agrees to pay the selected client lump sum fee for use of the system in full and in time.
5. The client agrees to accept messages and information sent by the operation without any further objections, even messages sent collectively.
6. The client may terminate its registration in the system any time, in a manner set in the client account.

7. The client agrees not to disable the system function with any activity, not even after the registration termination.
8. The client agrees not to misuse the system or data obtained from the system for other purposes, not even after the registration termination.
9. The client may not reveal to any person or otherwise use the data and information obtained from the system in conflict with Act No. 101/2000 Coll. on Personal Data Protection, Commercial Code No. 593/1991 for business secret protection and other legal standards which might apply to such conduct, not even after the registration termination.
10. The Client grants his approval that the operator collect client personal information within the scope of the registration form and data specified in the client account and that the information and data remain in the system even after the registration termination.

Operator's rights and obligations:

1. The operator reserves the right to confirm registration after verification and compliance of registration materials with public data, especially with data in ARES system.
2. The operator is entitled to collect clients' personal data within the scope of the registration form and data stated in the client account based on the client's approval in the Client's Rights and Obligations section, paragraph 10, of these Rules.
3. The operator shall ban access to the client personal information to other clients in the system, except for data necessary to conclude bilateral contracts (orders) as a result of sales activities in the gateway, this solely between the parties to such contract and in accordance with the terms registered with the Office for Personal Data Protection in Prague.
4. The operator may not communicate to any person or otherwise use the data and information obtained from the system in conflict with Act No. 101/2000 Coll. on Personal Data Protection, Commercial Code No. 593/1991 for business secret protection and other legal standards which might apply to such conduct.
5. The operator shall not be held liable for any losses or other impacts on any person resulting from incorrect or inappropriate conduct of the system clients or from use of the portal and conclusion of bilateral contracts including defaults under such contracts.
6. The operator shall not be held liable for errors or breaks of the server, however, it is bound to apply immediate removal thereof with the server administrator.
7. The operator reserves the right to terminate registration or suspend access to the gateway in case the client breaches these Rules - Agreement on Use of System, or in case of client's other conduct not compliant with the system, without any financial claim by the client.
8. The operator decides on termination or suspension of the registration pursuant to the previous paragraph (par. 7) based on its own findings or evaluation of input by another client. This decision is the operator's exclusive and final right.
9. The operator reserves the right to gradually improve, add and extend system functions. It is bound to inform the clients about the changes in an appropriate manner.

10. The operator reserves the right to add and specify these Rules - Agreement on Use of System for the sake of error-free and safe function of the system or at changes as per the previous paragraph (par. 9) by addenda to this agreement. It is bound to notify the system clients of the changes and request the client's approval as an addendum to this Agreement, if required due to the importance of the change.

Final provisions:

The provisions of these Rules - Agreement on Use of System is version as of 01 October 2010.

These Rules - Agreement on Use of System enter into effect for both parties upon the client's approval at registration and confirmation registration to the client by the operator.

Both parties represent that they fully understand the text of the Rules - Agreement on Use of System and that it corresponds to their free will.