IDS.EXPRESS Platform Terms (Public Offer)

Shipment Services Aggregation, Payments, Digital Account & Platform Use

Version: 1.0 Effective date: 19.01.2026

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1. Parties and Acceptance (Public Offer)

1.1. These Terms constitute a public offer ("Terms", "Agreement") made by:

INTERNATIONAL DIGITAL RETAIL S.R.L. (IDR SRL)
Registered in Romania

CUI: 48660664 | VAT: RO48660664

Trade Registry No.: J2023015475407

EUID: ROONRC.J2023015475407

Registered Office: Strada Povestei Nr. 10, COM.12, MOD 02/01, Sector 4, București, 041214, România

Contact email: contact@ids.express

Website: ids.express

("IDR", "we", "us")

1.2. These Terms apply to any person or legal entity using the Platform ("User", "you"), including B2C consumers and B2B business users.

1.3. By creating an account, clicking acceptance, topping up a balance, using the Platform, or placing any order, you confirm that you have read, understood, and accepted these Terms. If you accept on behalf of a company, you confirm you have authority to bind that company.

1.4. If you do not agree, do not use the Platform.

2. Definitions

Platform: ids.express and its digital environment (account, API, interfaces, modules).

Shipment Order: a request submitted via the Platform for collection/label creation/transport/delivery and related services.

Carrier/Provider: any independent third-party courier, postal, transport, insurance or service provider that performs physical services.

Price at Checkout: the amount displayed to you in the Platform at the moment you click confirm/order.

Final Charge: the amount recalculated after verification (e.g., weight/dimensions, surcharges, address correction, remote area, prohibited content handling, special handling, customs, returns).

3. Core Legal Status (Critical)

3.1. IDR is NOT a carrier, freight forwarder, postal operator, courier company, customs broker, or logistics operator.

3.2. IDR does not physically transport, store, handle, sort, or deliver shipments.

3.3. All physical transportation and related operational activities are performed only by independent third-party providers and/or the User under their applicable service conditions.

3.4. The Platform is a digital aggregation + ordering + payment + coordination environment. IDR's role is limited to (i) providing access to the Platform, (ii) enabling Users to place orders with Providers, and (iii) providing commercial facilitation, including pricing presentation and payment collection.

4. Scope of Services Provided by IDR

4.1. IDR provides:

- Access to the Platform and User account
- Digital tools to create Shipment Orders and generate documents/labels
- Pricing display and order submission workflow
- Payment collection and settlement handling
- Customer support through contact@ids.express
- Optional add-ons (e.g., additional declared-value coverage/insurance, where available via Providers)

4.2. IDR may offer different pricing and terms by account type (e.g., public prices vs. special prices). Your applicable prices are those shown in your account at checkout.

5. Account Registration, Security, and Platform Rules

5.1. You must provide accurate and complete registration information and keep it updated.

5.2. You are fully responsible for:

- all activity performed via your account;
- safeguarding logins/passwords/API keys;
- actions of your employees/agents using your account.

5.3. You must not:

- share access credentials with unauthorized third parties;
- reverse engineer, copy, scrape, or replicate Platform logic, pricing, or integrations;
- misuse the Platform, attempt bypassing, or connect directly to Providers using data obtained through the Platform where this undermines IDR's commercial infrastructure.

5.4. IDR may suspend or restrict access immediately (with or without notice) if we detect or reasonably suspect: fraud, security risk, non-payment, chargebacks, policy breaches, prohibited items, reputational risk, legal risk, or attempted bypassing.

6. How Orders Are Placed (Binding Moment)

6.1. An order becomes binding when you click "Confirm/Place Order" (or equivalent) and the Platform confirms submission.

6.2. By confirming an order, you:

- confirm all provided data is accurate (shipper, consignee, address, content, value, weight/dimensions, codes, labels);
- authorize IDR to initiate performance steps (label creation, pickup request, routing submission, data transfer to Providers);

- accept that cancellations are not guaranteed once initiated; and
- accept that fees, adjustments, penalties, and Provider charges may apply even if you attempt to cancel.

6.3. If cancellation is possible, it is subject to Provider rules and may generate cancellation/handling charges, which you must pay.

7. Pricing, Recalculation, Corrections, and Surcharges

7.1. Price at Checkout is calculated from the information you submit. If your data is inaccurate or incomplete, the Final Charge may increase.

7.2. You authorize IDR to apply post-checkout adjustments including (non-exhaustive):

- re-weighing / re-measurement adjustments;
- volumetric weight rules;
- address correction and re-routing;
- remote area, oversized, special handling;
- customs-related data corrections;
- return-to-sender, disposal, storage, detention;
- prohibited item handling costs;
- insurance/additional coverage premium changes.

7.3. Incorrect weight/dimensions/declaration: if discovered during pickup/processing, you must pay the difference. In addition, IDR may apply an administrative correction fee up to EUR 100 per shipment (or more if the Provider cost exceeds this), as displayed/updated on the Website/Platform policies.

7.4. The fees, rules, surcharges, prohibited items list, operational policies and penalties are maintained on the Website/Platform ("Online Rules"). They form an integral part of this Agreement and may be updated under Section 18.

8. Payments, Prepayment Balance, and Charging Authorization

8.1. Prepayment model. You may use:

- prepaid account balance (top-up), and/or
- card payment at the moment of order (where enabled).

8.2. By saving or using a payment method and placing orders, you authorize IDR to:

- charge the Price at Checkout immediately;
- later charge additional Final Charge adjustments;

- recover unpaid amounts from prepaid balance first, and if insufficient, via your payment method or by invoice.

8.3. If your balance is insufficient and card charging fails (or is not available), you must pay within 7 days of notice/invoice. For business users, late payment may accrue 1% per day interest (contractual late payment charge) until paid, to the extent permitted by mandatory law.

8.4. Chargebacks / payment disputes: if you initiate a chargeback or payment dispute, IDR may:

- suspend the account immediately;
- require additional verification;
- charge administrative costs and third-party fees incurred;
- withhold refunds or balances until resolution.

8.5. IDR may set minimum top-up amounts, verification steps, or transaction limits in the Online Rules.

9. Insurance / Declared Value / Additional Coverage

9.1. Some Providers offer additional coverage/insurance options. Where available, the Platform may allow you to declare shipment value and purchase coverage at an additional price.

9.2. IDR does not act as an insurer. Coverage is provided only by the relevant Provider or insurer under their terms. You accept that:

- claims, exclusions, documentation requirements, and payout decisions are controlled by the Provider/insurer;
- inaccurate declarations can void coverage;
- IDR's role is limited to facilitating the option and passing related data/fees.

10. Prohibited Items and Compliance Obligations

10.1. You must not ship prohibited or restricted items, and you must comply with all applicable laws (export controls, sanctions, customs, safety, hazardous materials, etc.).

10.2. The Prohibited/Restricted Items Policy is part of the Online Rules and is incorporated by reference.

10.3. If you breach this section, you bear all costs, penalties, seizures, fines, and liabilities, and you must indemnify IDR in full.

11. Responsibility Split (Who Is Liable for What)

11.1. You (User) are responsible for:

- correct data entry and declarations;
- packaging quality and compliance;
- legal compliance of contents and shipment;
- possession and transfer of goods while in your custody;
- customer communications and any promises you make to your customers.

11.2. Providers (Carriers/insurers/etc.) are responsible for:

- physical transport and handling;
- delivery performance;
- claims handling under their rules.

11.3. IDR is responsible only for:

- making the Platform available (as-is, as-available);
- processing payments and order submission workflows;
- providing support within reasonable limits.

12. Custody and Handover (Pickup/Drop-off/Delivery)

12.1. You remain responsible for the shipment until it is handed over according to the applicable workflow (pickup scan, drop-off acceptance, or other objective confirmation).

12.2. If the shipment is delivered to your location for pickup by the consignee, you are responsible for safekeeping and proper release procedures until the consignee receives it, as defined by the Platform rules.

12.3. Any loss/damage occurring due to your storage, handling, or release errors is your responsibility.

13. No Warranties (Ultra Disclaimer)

13.1. The Platform, pricing display, integrations, and any digital tools are provided "AS IS" and "AS AVAILABLE", without warranties of uninterrupted operation, merchantability, fitness for a particular purpose, accuracy of estimates, or availability of any Provider route/service.

13.2. Prices and transit times are estimates unless explicitly guaranteed in writing by IDR (rare) and/or by the Provider.

14. Limitation of Liability (Maximum Protection)

14.1. To the maximum extent permitted by mandatory law:

- IDR is not liable for indirect damages, loss of profit, business interruption, reputational loss, or consequential losses.
- IDR is not liable for any loss/damage/delay, customs issues, seizures, misdelivery, or destruction related to physical transportation.

14.2. IDR's total aggregate liability (if any) arising from or related to this Agreement is limited to the fees actually paid to IDR for the specific affected shipment order (or, if not determinable, EUR 100), except where mandatory consumer law prohibits such limitation.

14.3. Nothing excludes liability that cannot be excluded under mandatory law (e.g., fraud, intentional misconduct, certain consumer statutory rights).

15. Indemnity (You Protect IDR)

15.1. You agree to fully indemnify and hold harmless IDR, its directors, officers, employees and contractors from any claims, damages, losses, penalties, fines, costs and expenses (including reasonable legal fees) arising from:

- your shipment contents, declarations, packaging, labeling;
- your breach of law or these Terms;
- your customer disputes;
- prohibited items;
- any third-party claims caused by your act/omission.

16. Public Communications Restriction

16.1. You must not make public statements, press releases, or social media posts on behalf of IDR or IDS Express without prior written approval.

17. Data Protection (GDPR)

17.1. Roles

- For account management, payments, support, risk/fraud prevention, IDR acts as an independent data controller.
- For shipment execution data transfer, Providers typically act as independent controllers under their own policies.

- If you are a business user and you upload third-party personal data (customers/recipients), you confirm you have a lawful basis to provide it.

17.2. Data Types

We may process: identity/contact data, account credentials, billing data, shipment details, recipient details, order history, payment status, technical logs, fraud/security signals.

17.3. Purposes and Legal Bases

Processing is done for: contract performance, legal compliance, legitimate interests (security/fraud), and where required, consent (e.g., marketing if later enabled).

17.4. International Transfers

Your data may be processed or accessed in/outside the EEA where needed for service performance. Where required, appropriate safeguards (e.g., standard contractual clauses) apply.

17.5. Retention

We retain data as necessary for contractual, accounting, tax, and legal compliance, and to resolve disputes/fraud, then delete or anonymize when no longer required.

17.6. Security

We apply reasonable technical and organizational measures; however, no system is perfectly secure. You must also secure your access credentials.

17.7. Data Subject Rights

You may request access, rectification, deletion, restriction, portability, or object (where applicable) by contacting contact@ids.express. You may lodge a complaint with the competent data protection authority.

17.8. Processor scenario (optional DPA logic)

Where IDR processes personal data strictly on behalf of a business User (processor role), the parties may enter into a separate DPA or use an online DPA annex. If required, you agree that the DPA can be accepted electronically.

For more details, see our Privacy Policy.

18. Updates to Terms, Online Rules, Pricing, and Penalties

18.1. IDR may update these Terms, Online Rules, fees, penalties, prohibited items list, and operational policies by publishing the updated version on ids.express.

18.2. Updates become effective on the stated effective date (or immediately if required for legal/security reasons). Your continued use after the update constitutes acceptance.

18.3. If you do not accept the updated Terms, you must stop using the Platform and may request closure of the account under Section 19 (subject to settlement of all outstanding amounts).

19. Term, Suspension, Termination, and Refund of Remaining Balance

19.1. These Terms remain in force while you use the Platform.

19.2. IDR may suspend or terminate your account at any time for breach, non-payment, suspected fraud, chargebacks, prohibited items, legal risk, or reputational risk.

19.3. Refund of remaining prepaid balance (if any) is processed in accordance with Romanian/EU mandatory law, after deducting:

- outstanding charges, adjustments, penalties, Provider fees;
- chargeback-related fees;
- verified costs incurred by IDR due to your orders.

19.4. IDR may require identity/company verification and banking confirmation prior to refund, to prevent fraud and comply with legal obligations.

20. Consumer Notes (B2C)

20.1. If you are a consumer, you may have mandatory rights under EU/Romanian consumer law that cannot be waived.

20.2. Because shipment services typically begin immediately after order confirmation, you acknowledge that once performance has started (e.g., label issued/pickup initiated/data transferred), the right of withdrawal may not apply or may be limited by mandatory law.

21. Governing Law and Dispute Resolution

21.1. These Terms are governed by the laws of Romania, without regard to conflict-of-law rules, subject to mandatory consumer protections (if applicable).

21.2. B2B disputes: the courts of Bucharest, Romania shall have exclusive jurisdiction, unless IDR elects to pursue claims in another competent jurisdiction.

21.3. B2C disputes: consumers may also benefit from mandatory jurisdiction rules under EU consumer law.

22. Miscellaneous

22.1. Severability: If any provision is held invalid, the rest remains enforceable.

22.2. No waiver: Failure to enforce a right is not a waiver.

22.3. Assignment: You may not assign your rights without IDR's written consent. IDR may assign or transfer this Agreement as part of business restructuring.

22.4. Entire agreement: These Terms + Online Rules + any accepted order details constitute the entire agreement regarding Platform use and ordering.

Online Rules (Incorporated by Reference)

The following are incorporated into these Terms and are binding once published on the Website/Platform (and updated from time to time):

- Pricing & surcharges rules
- Penalties and administrative fees (including correction fees)
- Prohibited/restricted items policy
- Packaging and labeling requirements
- Claims guidance (Provider-led)
- Service availability and operational procedures
- Account verification / fraud prevention rules

Signature / Execution

This is a public offer and typically does not require physical signature. Acceptance occurs by account creation and/or use.

For questions: contact@ids.express