

## **IRU – INTELLIGENCE PLATFORM PRODUCTS**

### **TERMS & CONDITIONS**

International Road Transport Union (IRU) operates through its iru.org website (the “Site”) an intelligence platform featuring several online services (hereafter the “Products”). Access to and use of the Products is available to:

- IRU members;
- Non-member individuals or organisations who have taken up a paying subscription to one or several Products (“Subscribers”).

The present Terms & Conditions govern the conditions of subscription to the Products and the relationship between the IRU and Subscribers regarding access to and use of the Products. They do not apply to orders placed through the Site for the one-time purchase of a specific document. The Terms & Conditions governing such purchases are accessible here: <https://www.iru.org/system/files?file=IRU%20terms%20and%20conditions.pdf>.

IRU may amend the present Terms & Conditions at any time, at its discretion. In case of amendments to these Terms & Conditions, the Terms & Conditions in force at the time of the placing of a subscription shall apply.

### **Subscribers**

Subscriptions are available for individuals and organisations. Subscriptions are for one or several Products, at the Subscriber’s choice.

IRU may decline a subscription application from any person or organisation at its sole discretion. The IRU may also cancel a subscription in whole or in part when the Subscriber does not comply with the present Terms & Conditions. In particular, IRU may deny access to a Product to a named user who is not in the same organisation as the Subscriber or has left the Subscriber’s organisation.

### **Subscription period**

The subscription period for a selected Product is one year, unless specified otherwise. The subscription period begins once payment is received.

The renewal fee must be paid before a subscription’s expiration date for uninterrupted service. If a subscription expires before renewal payment, user credentials will be reactivated once the renewal payment has been received.

## **Purchase process**

Subscriptions are purchased via the Site.

An individual or organisation wishing to purchase a subscription will be asked to provide information including the name and email address of the person responsible for the management of the subscription (change, renewal, etc.), and the name and e-mail address of the named users (if any) who will have access to the selected Product(s) under the subscription plan.

The Subscriber undertakes to provide exact and complete information. The Subscriber is also required to provide credit or debit card information if this mode of payment is selected.

Upon selection by the Subscriber of the Product(s) and of the applicable subscription plan, the Site will display a page summarising the Product(s) ordered and the price of the subscription for the whole subscription period. The Subscriber will be asked to confirm his/her acceptance, and to accept the Terms & Conditions in the then current version.

IRU will send an order confirmation email to the Subscriber with the details of the subscription.

IRU will charge the Subscriber's credit or debit card. If the Subscriber has chosen to pay by bank transfer, payment must be made at the latest within five (30) business days following the order. If the IRU has not received payment within this period, the Subscriber's order will be cancelled.

## **Prices and payment methods**

The prices of the Product(s) and the proposed subscription plans are described on the Site.

Prices are indicated in Euros, including VAT.

IRU accepts payment by credit or debit card (Visa, MasterCard, Maestro and Union Pay), or by bank transfer. Subscribers choosing the bank transfer option will receive an email with all bank account details in order to proceed to the payment.

IRU reserves the right to modify pricing conditions at any time. Price changes will apply to new subscriptions, subscription plan upgrades, and renewals.

## **Named users and passwords**

Any named user (whether an individual Subscriber or a named user in a multi-user subscription plan) must create a unique password. Passwords are provided for the exclusive personal use of the named user and it is strictly forbidden to communicate the password or make it accessible to any other person.

Each named user is requested to accept the present Terms & Conditions at the time of the first connection.

Keeping account information current is the sole responsibility of the Subscriber. If a named user leaves the Subscriber's organisation, the Subscriber must inform IRU in writing without delay, and IRU will delete this person from the list of named users.

### **Product Modifications**

The IRU may, without any obligation to do so, add to, edit, improve or update any Product, without notice and at its sole discretion.

### **Privacy policy**

Please read the IRU's privacy policy (<https://www.iru.org/privacy-policy>) to know how the IRU collects, uses and protects personal data of Subscribers and named users.

### **Intellectual Property**

The constituent elements of the Site are subject to intellectual property rights. In particular, texts, visuals, sounds, animations and computer programs, as well as the presentation, layout and structure of the Site, are subject to copyright. IRU' trademark and its logo are registered trademarks. Any reproduction, publication, or distribution of any constituent element of the Site is prohibited, without the prior written consent from IRU, except for strictly private use.

Subscribers are allowed to store, reproduce, distribute, and use within their own organisation listings, spreadsheets, tables, displays, charts, and other outputs generated by a Product and downloadable from the Site, subject to the condition that they always indicate the notice "Source IRU". Publication or distribution of any content obtained by means of a Product outside the Subscriber's organisation is strictly prohibited without IRU's prior written consent.

### **Exclusions of liability**

Although great care is exercised in the compilation of each Product's content and in the operation of the Products, IRU in no way guarantees the accuracy or completeness of the information of any content featured in any Product. The information is provided "as is" with no expressed, implied nor legally implied warranty about the completeness, accuracy, reliability, suitability or availability of the information or content.

IRU shall in no circumstance be liable for any loss or damage, including without limitation direct, indirect, special or consequential loss or damage, loss of business, loss of profits or opportunity, or third party losses, that may arise out of, or in connection with the use of a

Product, or with any act or omission made in reliance on any data or information obtained through use of a Product.

IRU declines all liability for any direct or indirect damage that may result from an interruption of any Product, from the occurrence of bugs hindering navigation on the Site or from any other technical problem (including the possible presence of virus or other harmful elements).

IRU declines all liability regarding the content of third-party websites accessible from the Site or pointing to the Site by means of hypertext links. IRU does not exercise any control over the content of such external websites.

### **Contact**

For any question or complaint, IRU may be contacted via email at [webmaster@iru.org](mailto:webmaster@iru.org) or by post at the address below, and the IRU will do its best to answer or resolve them.

International Road Transport Union (IRU)  
Strategic Market Intelligence Unit  
La Voie-Creuse 16 (CP 44)  
CH-1211 Geneva 20  
Switzerland

### **Applicable law and jurisdiction**

The present Terms & Conditions are subject to Swiss substantive law. The courts of Geneva, Switzerland are exclusively competent in case of a dispute over these Terms & conditions, any subscription agreement, or use of any Product.

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