

General Terms and Conditions – Port of Gothenburg

The following General Terms and Conditions apply to all use of the services offered through Port of Gothenburg e-Services.

The Port of Gothenburg reserves the right to change these General Terms and Conditions at any time. The current terms and conditions are available under e-Services.

1. Entry into an agreement

- 1.1 To be permitted to use the services offered under e-Services, the Company and the User must have read and accepted these General Terms and Conditions.
- 1.2 A specification of e-Services and its scope can be seen in the document 'Specification of e-Services'.
- 1.3 The Port reserves the right to change the e-Services specification at any time and to add or remove functions under e-Services. The User is updated continuously about any such changes through Portgot.se's e-Services.

2. Conditions for access to e-Services

- 2.1 To gain access to e-Services it is required that the User provides all the information necessary for the application.
- 2.2 The application for access to e-Services must be signed by an authorised signatory for the Company that has applied for connection.
- 2.3
 - a) The User's access to e-Services is personal and cannot be transferred to another person.
 - b) Users are not permitted to upload, download, reproduce, change, publish or distribute any material from e-Services, either wholly or in part, and in a medium other than what is expressly granted by the Port by reason of the service.

3. Cost and payment

Agreed in the enclosure: 'Price agreement, e-Services'.

4. Interface to e-Services

- 4.1 The User accesses e-Services on the internet via a web browser.
- 4.2 e-Services are adapted for use with web browsers stated in the document under the menu 'e-Services – Support'. The Port cannot guarantee that e-Services will function with older versions or web browsers other than those stated.

5. Login and password

- 5.1 For access to e-Services, the User must log in with a User name and password provided by the Port (hereinafter called Password). Allocation of a Password takes place following an application to the person responsible for allocation at the Company.
- 5.2 Notification regarding the Password is always sent to the e-mail address stated in the application made for each User. Alternatively, the Password can be sent, at the applicant's request, in a personally addressed envelope.
- 5.3 The User is responsible for ensuring that the Password is kept secret and that it is stored securely to avoid unauthorised persons from gaining access to e-Services. It is the responsibility of the User and the Company to notify the Port immediately and to block unauthorised use of the Password if there is reason to suspect that an unauthorised person has gained access to e-Services.
- 5.4 The Company is entirely responsible for use of e-Services that takes place using the Password and for all distribution of Passwords which takes place using the Password of the person responsible for allocation. All transactions on e-Services which are made using a valid Password are regarded as having been made by an authorised user. The

Port does not compensate in any way for any damage or loss that could arise by reason of such unauthorised use.

6. Intellectual property rights

All intellectual property rights, such as copyright, brands etc, as well as all other rights to e-Services, belong to the Port.

7. Access to the Service

- 7.1 Services are available 24 hours a day. However, the Port reserves the right to at any time, with or without prior notice, shut down access to e-Services for fault correction, security reasons, upgrades of hardware or software and any necessary maintenance or repair of e-Services or the hardware on which e-Services is run, or for any other acceptable reason.

8. Personal Data Act

When allocating Passwords, the Port processes the User's personal data, such as name, e-mail address etc. The processing takes place exclusively for the provision of e-Services and for internal statistics related to the use of e-Services and its functions. It is the responsibility of the Company to inform its employees – Users who are granted access to e-Services – about this and to ensure that they provide the requisite consent in accordance with the Personal Data Act (1998:204).

9. Liability for faults

- 9.1 The Port is not responsible if any of the content presented on e-Services, directly or indirectly, could lead to damage or loss for the Company, the User or any other person who has made use of the content of e-Services. The Port is not responsible for any infringement of e-Services, regardless of whether this was done by a third party. The Port is not responsible in relation to the Company, User or a third party for direct or indirect loss, loss of profits or income, or loss caused by the fact that the content is in some way incorrect, is shown or is presented incorrectly, or is missing completely due to a fault that rests with the Port or any of its suppliers or for other reasons.
- 9.2 The Port is not liable for any transfer errors attributable to the Company's data system, the Company's network or connection to the Internet or other faults, delays or disruptions on the internet or other public networks. It is the duty of the Company to ensure that the Users do not gain unauthorised access to e-Services or in any other way harm the content of e-Services.
- 9.3 Neither the Company nor the User is entitled to damages for direct or indirect loss, as long as the loss has not arisen as a result of a deliberate act or gross negligence on the part of the Port. Should the Company or the User, notwithstanding the above, be entitled to damages, this shall always be subject to a maximum of SEK 100,000.
- 9.4 The Company is responsible in full for the User's use of e-Services and undertakes to compensate the Port for any costs and damages that could arise as a result of the User's use of e-Services. This also applies to former employees if the Company has not issued written notification that the User is no longer connected.

10. Disputes

Disputes arising from this Agreement shall be resolved in a general court of law. Gothenburg District Court shall be the court of first instance. The Agreement is governed by Swedish law.