

GENERAL TERMS AND CONDITIONS

I. SUBJECT

Art.1. The present General Conditions regulate the relations between Bulgarian Ports Infrastructure Company /BPI Co./ as a provider (hereinafter referred as to **Provider**) and the consumers (hereinafter referred as to **User/s**) of the provided by the **Provider Service** through the System of Electronic Document Flow of River Transport (hereinafter referred the **Service**).

Art.2. The System for electronic processing of shipping documents upon arrival and departure of ships in Bulgarian ports on the Danube is designed to fulfil the essential requirements of Directive 2010/65/ U of the European Parliament and the Council of 20 October 2010 on reporting formalities from ships arriving in and/or departing from ports of the Member States to introduce standard forms for submission of information from the ships on arrival in and/ or departure from the ports of Member States of the Community, which aims to simplify and facilitate the administrative procedures for ships arriving and/or leaving European ports. For this purpose, the information provided for in Regulation (C) 1365/2006 of the European Parliament and the Council of 6 September 2006 on statistics of goods transport by inland waterways and repealing Council Directive 80/1119/EEC (OB, L 264 2006 .), as amended by Commission Regulation (U) 425/2007 of 19 April 2007 (OB, L 103 of 2007) and Commission Regulation (U) 1304/2007 of 7 November 2007 (OB, L 290 of 2007), is provided on the main coastal RIS centre in Ruse by transmitting the report electronically.

Art.3. Service, subject to these General Terms and Conditions is a service of the information society and is provided by the **Provider** free.

II. DATA FOR THE PROVIDER

Art.4. Provider provides the service in capacity of beneficiary under OP %Transport 2007 -2013+ on the project %Implementation of RIS in the Bulgarian stretch of the River Danube - BULRIS+and in accordance with the Law on Maritime Spaces, Inland Waterways and Ports of the Republic of Bulgaria art.115m, para. 1, it. 15.

Headquarters and address of the **Provider**: 1574 Sofia, Region Slatina, 69 Shipchenski prohod Blvd., Tel.: (+359 2) 807 99 99, Fax: 02/807 99 66, e-mail: office@bgports.bg

Address for exercising activity of service provision and correspondence: 7000 Ruse, 20A Pristanistna Str., Tel: (+359 82) 298463, Fax: (+359 82) 298461, e-mail: office.bulris@bgports.bg

III. CHARACTERISTICS OF THE SERVICE. GAINING ACCESS

Art.5. Service shall be provided by the **Provider** to the **Users** in accessible electronic format and is a set of technical tools / hardware and software / and service staff, a unit in BPI Co, which act as %one stop shop+ service for collection, processing and storage of information and data for ships arriving and/or departing from Danube ports of the Republic of Bulgaria, to ensure electronic transmission of data to and from border control services and to provide electronic access of registered external users to the information, instructions and decisions of border control services on the own open procedures.

Art.6. (1) Provider is not responsible for the authenticity and content of the information that the **Users** receive when using the **Service**.

(2) Responsibility for the authenticity and content of the information lies entirely on external user /subscriber/ of the system that provides all the input stream of documents related to the processing of arriving/ departing ships to/ from the port. The external user is the individual /master, authorized agent of officer/ who represents the ship, registered in the system and has a digital signature to introduce ship papers.

(3) In cases where the functions of the external user are executed by the authorized shipping agent, it is possible the direct participation of the master or authorized ship's officer.

Art.7. Before gaining access to the **Service**, the **Users** submit to the **Provider** a written statement that they are familiar with these Terms and Conditions, agree with their content and unconditionally undertake to respect them.

Art.8. **Users' access** to the **Service** shall be carried out by online registration created by the **Provider** and after the **Provider** provides to the **Users** username and password.

Art.9. Upon the registration the **Users** are obliged to provide accurate and timely data, address, telephone, fax and e-mail for correspondence. **Users** are required to promptly update the data listed in the registration in case of change in them.

Art.10. **Users** may only use the interface of the website/s of the **Service Provider**.

Art.11. Statements and correspondence in the relations between the **Provider** and the **Users** regarding the use of the **Service** shall be performed at the address, phone, fax and e-mail, referred to in these Terms for correspondence with the **Provider** and to the address, telephone and e-mail, stated for correspondence with the respective **User** in making registration.

IV. CONDITIONS FOR GRANT AND USE OF SERVICE

Чл.12. (1) Users are required to use the **Service** in good faith in accordance with its intended purpose, and in accordance with the regulations for this kind of services.

(2) When using the **Service**, the **Users** have no right to use the software, scripting, programming languages or other technologies that could create difficulties in security and use of **Service** by other **Users**.

(3) **Users** provide on their own, at their own expense and risk, the equipment necessary to access the **Service** and its management.

Art.13.(1) Provider has the right to temporarily restrict or cease the **Service** provision with a view of improving the quality of service, perform maintenance, trouble shooting and other related activities.

(2) In the cases under para. 1 **Provider** is obliged to promptly reimburse the delivery of Service after dropping out of the fact that is the reason for ceasing.

Art.14.(1) At any time before, during or after delivery of the **Service**, the **Provider** has the right to require from the **Users** to identify themselves and to certify the accuracy of any of the advertised during registration circumstances or personal data.

(2) In the event that for any reason the **Users** have forgotten or lost their username or password, they must use the form for forgotten password and username, provided by the **Provider**.

Art.15. **Provider** has the right in its sole discretion, without giving prior notice terminate the access of **Users**, if it finds that the provided services are used in violation of these General Terms and Conditions, the law of the Republic of Bulgaria and the European Union law.

Art.16. **Provider** shall not be responsible for damages or losses suffered by third parties as a result of improper use of the **Service** by **User**.

V. AMENDMENT AND ACCESS TO THE GENERAL TERMS AND CONDITIONS

Art.17. These Terms and Conditions may be amended by the **Provider**, for which the latter will adequately inform all registered **Users of Service**.

Art.18. These General Terms and Conditions enter into force on the date of their publication on the official website of the **Provider** address: <http://www.bgports.bg>