BULGARIAN PORTS INFRASTRUCTURE COMPANY

HEAD OFFICE – SOFIA

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APPROVED BY: Personal Data

ANGUEL ZABOURTOV,
DIRECTOR GENERAL OF
BULGARIAN PORTS INFRASTRUCTURE COMPANY (BPI Co.)

GENERAL TERMS AND CONDITIONS

I. SUBJECT

Art. 1. These General Terms and Conditions regulate the relations between the Bulgarian Ports Infrastructure Company (BPI Co.) as a provider (hereinafter referred to as the '**Provider**') and the users (hereinafter referred to as the '**User/s**) of the services provided by the **Provider** through the River Information System (hereinafter referred to as the '**Service**').

Art. 2. The River Information System (RIS) is a European concept of harmonized information services for the maintenance and control of inland waterway traffic in the Community and interaction with other modes of transport.

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

II. DATA OF THE PROVIDER

Art. 4. The **Provider** shall provide the Service in accordance with the REGULATION ON THE PROVISION OF RIVER INFORMATION SERVICES ON INLAND WATERWAYS OF THE REPUBLIC OF BULGARIA – Additional Provisions, Article 4, Subparagraph 8.

Headquarters and business address of the **Provider** (Head Office): No: 69 Shipchenski Prohod Blvd., Slatina Region, 1574 Sofia, tel.: 02/807 99 99, fax: 02/807 99 66, e-mail: office@bgports.bg

Address for exercising the activity of service provision and for correspondence: No: 20A Pristanishtna Str., 7000 Ruse, tel.: (+359 82) 298463, fax: (+359 82) 298461, e-mail: office.bulris@bgports.bg

Bulgarian Ports Infrastructure Company is a RIS Authority within the meaning of Paragraph 2.9 of the Annex to Commission Regulation (EC) No: 414/2007 of 13 March 2007 concerning the technical guidelines for the planning, implementation and operational use of river information services (RIS) referred to in Article 5 of Directive 2005/44/EC of the European Parliament and of the Council on harmonized river information services (RIS) on inland waterways in the Community (OJ, L 105, 2007).

III. SERVICE CHARACTERISTICS. GAINING ACCESS

Art. 5. The **Service** shall be provided by the **Provider** to the **Users** in accessible electronic format and shall contain:

1. information about the navigation and road situation;
2. traffic information;
3. transport logistics information;
4. information about the current regulations in the field of inland navigation;
5. statistical information;
6. any other information related to the conditions and safety of navigation, prepared as standardized, coded messages that are downloadable from the Internet.

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

(2) The responsibility for the authenticity and content of the information shall be borne entirely by the subject who provides them, as follows:

Web Tracking: the information is provided by AIS Transponders and contains also data filled in by skippers;

NtS (Notices to skippers) – data are provided by the relevant River Supervision Directorate. Meteorological data are received from organizations external to the system;

Weather messages (WERM) are provided by the Executive Agency for Exploration and Maintenance of the Danube River;

Electronic reports are provided by skippers or a person authorized by them.

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

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

Art. 9. When making registration, **Users** are required to provide accurate and up-to-date data, address, telephone, fax and unique e-mail for correspondence. **Users** are required to promptly update the data specified in the registration in case of change in them.

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

Art. 11. Statements and correspondence in the relations between the **Provider** and **Users** regarding the use of the **Service** shall be made at the address, telephone, fax and e-mail specified in these General Terms and Conditions for correspondence with the **Provider** and at the address, telephone, fax and e-mail specified for correspondence with the respective **User** in making registration.

IV. CONDITIONS FOR PROVISION AND USE OF THE SERVICE

Art. 12. (1) Users shall use the **Service** in good faith, according to its intended purpose and in accordance with the applicable regulations for this type of services.

(2) When using the **Service, Users** may not use software, scripts, programming languages or other technologies that could create difficulties in the security and use of the **Service** by other **Users.**

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Art. 14. (1) The **Provider** has the right to temporarily restrict or suspend the provision of the **Service** in order to improve the quality of the Service, perform maintenance, repair damages and other related activities.

(2) In the cases under paragraph 1 the **Provider** shall promptly resume the provision of the **Service**, after the circumstance which is the reason for the suspension has ceased to exist.

Art. 15. (1) At any time before, during or after the provision of the **Service,** the **Provider** has the right to require from **Users** to identify themselves and to certify the authenticity of each of the circumstances or personal data announced during the registration.

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

Art. 16. The **Provider** has the right - at its discretion and without giving prior notice - to terminate the access of **Users**, if it finds that the provided services are used in violation with these General Terms and Conditions, the legislation of the Republic of Bulgaria or the law of the European Union.

Art. 17. The **Provider** shall not be liable for damages and lost profits suffered by third parties as a result of the improper use of the **Service** by any **User.**

V. AMENDMENT AND ACCESS TO THE GENERAL TERMS

Art. 18. These General Terms and Conditions may be amended by the **Provider,** for which the latter shall appropriately notify all registered **Users** of the **Service.**

Art. 19. These General Terms and Conditions shall enter into force on the date of their publication on the official website of the **Provider** at: http://www.bgports.bg