



BULGARIAN PORTS INFRASTRUCTURE COMPANY

HEAD OFFICE - SOFIA

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AFFIRMED BY:

ANGUEL ZABOURTOV
DIRECTOR GENERAL
BULGARIAN PORTS INFRASTRUCTURE COMPANY

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 clients (hereinafter referred as to **User/s**) of the provided by the **Provider Service** through the River Information System (hereinafter referred as to the **Service**).

Art.2. The River Information System (RIS) is a European concept of harmonized information services for traffic maintaining and management on the internal waterways with the Community and interaction with other transport modes.

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

II. PROVIDER'S DATA

Art.4. (1) The **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".

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

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

III. CHARACTERISTICS OF THE SERVICE. GRANTING ACCESS

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

1. information for navigation and guides setting;

2. information for the traffic;
3. information to assist in distress situations;
4. information for transport logistic;
5. information about existing regulations in the field of internal navigation;
6. statistical information;
7. information for port dues and other charges, collected by the ships;
8. any other information relating to the conditions and safety of navigation prepared as standardized, encoded messages with the possibility of downloading from the internet;
9. system, providing data for the ships and shipowners according to the Bulgarian legislation.

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 individual that provides them, as follows.

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

NtS (Notices to skippers) – data are provided by the respective Maritime Administration;

Meteo data are completed by the Executive Agency Exploration and Maintenance of the Danube River;

ERI (Electronic Reporting) – data are provided by the skippers.

Art.7. Before gaining access to the **Service**, the **Users** submit to the **Provider** a written statement that they recognize 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, fax and e-mail, stated for correspondence with the respective **User** in making registration.

IV. CONDITONS 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**.

Art. 13. **Users** provide on their own, at their own expense and risk, the equipment necessary to access the **Service** and its management.

Art.14. (1) **Provider** has the right to temporarily restrict or cease the **Service** provision with a view of improving the quality of the **Service**, perform maintenance, trouble shooting and other related activities.

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

Art.15. (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.16. **Provider** has the right in its sole discretion, without giving prior notice to 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 or the European Union law.

Art.17. **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.18. These Terms may be amended by the **Provider**, for which the latter will adequately inform all registered **Users of Service**.

Art.19. 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>