

General conditions for the usage of the DoRIS Portal (v3)

among

via donau – Österreichische Wasserstraßen-Gesellschaft mbH

Donau-City-Straße 1

1220 Wien

(hereafter termed 'RIS-Provider')

and the current user

(hereafter termed 'contractual partner')

1 Introduction

In its basic function, the DoRIS System (Donau River Information Services – hereafter termed ‘DoRIS’) which is operated by viadonau provides the following set of services:

- Recording of the current position, identification and additional information (Estimated Time of Arrival, etc.) of vessels and convoys by means of Inland AIS transponders.
- Receiving of electronic (dangerous) cargo and voyage reports from skippers and/or fleet operators.
- Storing of data for the identification of vessels (identification, dimension, etc.).

Hereafter, the above-mentioned data will be referenced as ‘RIS-Data’ and can be accessed by the contractual partner by means of the DoRIS Portal provided by viadonau.

2 Objective of the agreement

- 2.1 The objective of this agreement is to regulate the usage of the provided RIS-Data by the contractual partner.
- 2.2 The contractual partner will receive access to the RIS-Data by secured internet interfaces on activation of a dedicated user account.

3 Duties of the contractual partner

- 3.1 Rights and duties from these terms and conditions cannot be transferred to third parties.
- 3.2 The authorisation data required for user access (user name and password) must be kept secret by the contractual partner and kept under lock and key.
- 3.3 The contractual partner will also gain insight into person-related data processed by the RIS-Provider pursuant to the Data Protection Act. Any transfer of these data is forbidden.
- 3.4 The contractual partner must ensure herself/himself that all the conditions for a correct and interrupt-free access to the RIS System are met by the contractual partner.
- 3.5 On request of the RIS-Provider, the contractual partner undertakes to provide relevant information on the course of the use orally, in writing and free of charge.

4 Duties of the RIS-Provider

- 4.1 The RIS-Provider will make an effort to keep the user access free of interruptions. The RIS-Provider will not take liability for breakdowns in the user access to the RIS-Data or for errors in the RIS-Data transmitted.
- 4.2 The RIS-Provider reserves the right to deactivate the user access at any time and without prior notice – especially if operations of the DoRIS System demand so.
- 4.3 For RIS Data like gauge information or data relating to individual vessels, the RIS-Provider acts as transmitter of the data and assumes no guarantee that this information can be made available (e.g. due to lack of position data caused by defect AIS transponders on vessels).

5 Term and end of the agreement

- 5.1 This agreement will enter into force by the confirmation by both parties and can be withdrawn by any party at any time. The withdrawal can be addressed by email to DoRIS-Info@viadonau.org or in written

form to the postal address of viadonau “c/o DoRIS Betrieb”.

- 5.2 The usage of the DoRIS Portal is only possible if the contractual partner agreed with the terms and conditions.
- 5.3 On expiry of the agreement, the contractual partner must immediately delete all relevant data in such a way that they can no longer be restored. Possible documents have to be returned to the RIS-Provider.

6 Other provisions

- 6.1 Place of jurisdiction for any litigation deriving from this agreement will exclusively be the court responsible for the First District of Vienna (Vienna Inner City).
- 6.2 The provision of the Austrian legislation shall apply with the exclusion of the reference norms of the Austrian international private law and the UN sale of goods law.
- 6.3 This usage agreement can be extended under special conditions, which have to be individually agreed upon between the contractual partner and the RIS-Provider. These amendments will become integral element of this agreement.
- 6.4 This usage agreement and the partner’s consent will be stored electronically.