

# User agreement for logistic users (v5)

between

**[Company name of the logistics user]**

**[Address of the logistics user]**

**[Address of the logistics user]**

(hereinafter referred to as "Agreement Partner")

and

**via donau – Österreichische Wasserstraßen-Gesellschaft mbH**

*Donau-City-Straße 1*

*1220 Wien*

(hereinafter referred to as "RIS operator")

## 1 Introduction

The system DoRIS (Danube River Information Services - hereinafter referred to as "DoRIS") is operated by viadonau and supports the following basic functions:

- Obtaining the current position, identification and other additional information (planned time of arrival, etc.) of vessels and convoys through the use of Inland AIS transponders.
- Receive and forward cargo and voyage information from skippers and/or fleet operators.
- Store vessel identification information (identification, dimensions, etc.).

The above data are hereinafter referred to as "RIS data" and can be used by the Agreement Partner via the DoRIS portal provided by viadonau, via web services or by e-mail, provided that it is authorised to do so by the respective Authorised Party.

## 2 Subject of the agreement

- 2.1 The subject of the agreement is the regulation of the use of RIS data by the Agreement Partner. This agreement supplements the general terms of use for the use of the DoRIS portal (see Annex I) and forms an integral part of the contractual relationship between the Agreement Partner and the RIS operator.
- 2.2 The Agreement Partner obtains access to the RIS data by activating a special user access via secured internet interfaces or by setting up a disclosed e-mail address.
- 2.3 The use of RIS data is free of charge until further notice.

### 3 Duties of the Agreement Partner

- 3.1 The Agreement Partner accepts the general terms of use for the use of the DoRIS portal (see Annex I).
- 3.2 The Agreement Partner shall also become aware of personal data within the meaning of the EU General Data Protection Regulation 2016/679 (GDPR). Any disclosure of this data is prohibited.
- 3.3 The Agreement Partner is obliged to comply with the applicable data protection regulations and to adequately protect the security of the data received.
- 3.4 The RIS data generated from the user access, which can be assigned to individual vessels, shall be treated confidentially and shall only be used for own purposes, because they are business and/or trade secrets of the authorised parties. The parties to the agreement shall take care to ensure confidential treatment by their employees and by third parties they commission to process the data and to whom they therefore grant access to the RIS data. In the event of a breach of confidentiality, direct action may be taken against the Agreement Partner. Commercial exploitation of the RIS data by the Agreement Partner is excluded in any case.

### 4 Obligations of the RIS operator

- 4.1 The RIS operator will only make RIS data, which can be assigned to individual vessels, available to the Agreement Partner if the RIS operator has been authorised by the authorised party to pass on this data in accordance with Annex II or if the authorised party explicitly grants the Agreement Partner access rights as the recipient of this data via the functionalities provided by the DoRIS portal, or if employees of the Agreement Partner can be shown to be acting as auxiliary bodies in a port in accordance with the Navigation Act.

### 5 Duration and end of the agreement

- 5.1 This Agreement shall enter into force upon acceptance by the Agreement Partner and the RIS operator and may be terminated by them at any time.
- 5.2 After termination of the agreement, the Agreement Partner shall immediately delete all records in such a way that they cannot be recovered and return any documents to the RIS operator.

### 6 Other regulations

- 6.1 The place of jurisdiction for disputes arising from the present agreement shall exclusively be the court having subject-matter jurisdiction for the first district of Vienna (Innere Stadt Wien).
- 6.2 Austrian law shall apply to the exclusion of the reference norms of Austrian international private law and the UN Convention on Contracts for the International Sale of Goods.
- 6.3 This User Agreement shall be executed in two (2) copies, one for each party.

**For the RIS Operator:**

**For the logistics User:**

\_\_\_\_\_  
Jürgen Trögl

\_\_\_\_\_  
Logistics User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Annexes:

Annex I: General Terms of Conditions for the Use of the DoRIS Portal

Annex II: "Authorisation Declaration and User Agreement for Authorised Persons" form

## Annex I: General Terms of Conditions for the Use of the DoRIS Portal

### GENERAL CONDITIONS FOR THE USE OF THE DoRIS PORTAL

#### 1. Basic functions of the DoRIS Portal

The DoRIS Portal is operated by via donau - Österreichische Wasserstraßen-Gesellschaft mbH (hereinafter referred to as "Operator") and supports the following basic functions:

##### 1.1. Vessel positions / logistical use

Query and display of current position, identification as well as further additional information (planned time of arrival, etc.) of vessels and convoys, whereby the data source of this information is the AIS transponder of the respective vessel and only authorised users can query the data of the respective vessel. The corresponding access rights per ship are stored in the user administration.

Authorised users have access to the data of their own vessels and can grant other users (hereinafter referred to as "logistic users") access to the data of their own vessels. Accordingly, logistical users only have access to the data of a specific vessel if the respective authorised user has granted this user access.

Further information can be found in the Authorisation Declaration and User Agreement for Authorised Persons and in the User Agreement for Logistical Users.

##### 1.2. Electronic dangerous goods reports

Authorised users have the possibility to create and submit electronic reports for dangerous goods transports. The electronic dangerous goods report is forwarded to the competent authorities.

The user alone is responsible for the completeness and correctness of the data provided.

##### 1.3. DAVID forms

Authorised users have the possibility to create the so-called DAVID forms (arrival/departure notification, passenger list, crew list) and save them as PDF in selected languages. The DAVID forms are NOT forwarded to the relevant authorities via the DoRIS portal.

The operator assumes no liability for the correctness of the forms and the data and information contained therein, for the data transmission and the further correct processing of the reports with the competent authorities.

If the User of the DoRIS Portal has not signed an authorization declaration including the data processing agreement (DPA), the consent to this User Agreement shall be deemed as authorization for processing of data.

#### 2. Subject of the Terms of Use and Reservation of Right to Amend

2.1. The subject matter of the Terms of Use is the regulation of the use of the functions and data offered on the DoRIS Portal by the User.

2.2. Use of the DoRIS Portal is only possible after the User has agreed to these Terms of Use.

2.3. These Terms of Use may be amended by the Operator at any time and without prior notice. In any case, no rights or claims whatsoever shall accrue to the User or third parties from any amendment to the Terms of Use.

2.4. In the event of amendments, the amended terms of use must be accepted again by the user when logging in for the first time after the amendment and are thus deemed to be agreed.

#### 3. Obligations of the user

- 3.1. Rights and obligations arising from these Terms of Conditions may not be transferred by users to third parties.
- 3.2. The login data (user name and password) required for user access must be kept secret and locked away by the user. The User is obliged to report any unauthorised or improper access to his user access as well as other security breaches (e.g. hacker attacks, etc.) to the Operator immediately after becoming aware of them. The User shall also inform the Operator immediately if such suspicions arise for him.
- 3.3. The User is responsible for creating the technical conditions for the unrestricted use of the DoRIS portal. The technical requirements include, in particular, the availability of an up-to-date operating system, uninterrupted Internet access and the installation of an up-to-date Internet browser (including the appropriate encryption protocol). The costs incurred for this shall be borne by the user.
- 3.4. The user agrees to provide relevant information on the course of use orally and in writing free of charge upon request by the operator.
- 3.5. The User is requested to report interruptions, malfunctions, delays, deletions, changes, faulty transmissions or memory failures in connection with the DoRIS portal as well as other defects and problems (hereinafter referred to as "malfunctions") to the Operator without delay and, to the extent necessary, to cooperate appropriately in their rectification. The Operator shall endeavour to remedy reported faults as quickly as possible, but does not guarantee any specific response or remedy times in connection with faults.
- 3.6. The DoRIS Portal is not intended to store data permanently. It is the User's responsibility to store data and documents used in connection with the DoRIS Portal outside the DoRIS Portal in accordance with the User's requirements and any applicable retention obligations.
- 3.7. The User is responsible for creating the legal conditions for his use of the DoRIS Portal and for complying with all applicable legal provisions (in particular data protection and labour law provisions).
4. Obligations of the operator
  - 4.1. The Operator shall endeavour to provide user access, the DoRIS Portal and its functions (including the sending of e-mails) as uninterruptedly as possible. However, disruptions cannot be ruled out and the Operator provides no guarantee in this respect. The Operator is therefore not liable for disruptions to user access, the DoRIS portal or its functions.
  - 4.2. The Operator reserves the right to deactivate the User's access and/or the transmission of data at any time - in particular if the operation of the DoRIS Portal requires it – even without prior notice.
  - 4.3. For data, such as tide gauge data or in particular data assigned to individual vessels, the Operator acts as the transmitter of the data and does not guarantee that this data can be provided (e.g. due to missing position data due to defective AIS transponders on vessels).
  - 4.4. Any liability of the Operator in connection with malfunctions is excluded. Excluded from this are damages caused by grossly negligent or intentional malfunctions.
5. Data protection
  - 5.1. The data and information used within the scope of the DoRIS portal are collected by the Operator on the basis of the legal mandate under the Waterways Act to operate the federal River Information Services (RIS) (Section 10 (1) Z 2 to 3 Waterways Act). These data may also constitute personal data within the meaning of the EU General Data Protection Regulation 2016/679 (hereinafter "GDPR"). Whether and to what extent these data are used in connection with the functions of the DoRIS portal

is the sole decision and responsibility of the person authorised to dispose of the respective vessel. The latter is therefore to be regarded as the responsible party within the meaning of the GDPR and is responsible for compliance with the applicable legal provisions (in particular data protection and labour law provisions).

5.2. The Operator provides the functions of the DoRIS portal. Insofar as personal data are processed in this context, the Operator processes these data on behalf of the respective Authorised Party as a processor.

5.3. In addition to the processing of personal data of the DoRIS Portal, the Operator also processes personal data for official purposes on the basis of the applicable laws. In this context, the Operator is the controller. The information on the processing of personal data in this context can be found at <http://www.doris.bmk.gv.at/en/services/river-information-services/ris-in-austria/information-for-affected-persons-regarding-doris-and-eri>.

## 6. Duration and end of the Terms of Conditions

6.1. These Terms of Conditions shall enter into force upon acceptance by the User and may be terminated by the User as well as by the Operator at any time with immediate effect, which shall be accompanied by the deletion of the respective User access. Notice of termination may be given by email to [admin.risportal@viadonau.org](mailto:admin.risportal@viadonau.org) or to the postal address of viadonau (Donau-City-Straße 1, 1220 Vienna, Austria) to the attention of "DoRIS Betrieb".

6.2. The following provisions of these Terms of Use shall remain in force even after termination / deletion of the user access: 1.2 (2nd paragraph), 1.3 (2nd and 3rd paragraph), 2.3, 2.4, 3.1-3.4, 3.6, 3.7, 4.3, 4.4, 5.1-5.3, 7.1, 7.2.

## 7. Other conditions

7.1. The place of jurisdiction for disputes arising from the present Terms of Use shall exclusively be the court having subject-matter jurisdiction for the first district of Vienna (Innere Stadt Wien).

7.2. Austrian law shall apply to the exclusion of the conflict-of-law rules of Austrian private international law and the UN Convention on Contracts for the International Sale of Goods.

7.3. These Terms of Use and the User's consent shall be stored electronically.

## Annex II: "Authorisation Declaration and User Agreement for Authorised Persons" form

The person having the right of disposition of the ship [company name of the person having the right of disposition]

authorises the

RIS operator **via donau - Österreichische Wasserstraßen-Gesellschaft mbH**

under observance of the following general conditions, to make RIS data available to authorised users:

- 1) I, as person having the right of disposition, authorise the RIS operator to make RIS data according to Annex I of the vessels listed in Annex II available to authorised third parties (hereinafter referred to as "authorised logistical users").
- 2) I, as person having the right of disposition, authorise the RIS operator, in the course of the initial configuration of my user access, to grant the authorised logistical users listed in Annex III access to the RIS data according to Annex I of the vessels listed in Annex II. I may change this configuration according to point 3 (b) at any time.
- 3) The authorised logistical users
  - a) have a valid user agreement for the use of RIS data with the RIS operator and
  - b) get access on a case-by-case basis (e.g. port HHH gets access for ship SSS in the period from BBB to EEE), which I as the person having the right of disposition can administer independently via the DoRIS portal of the RIS operator.
- 4) I, as person having the right of disposition, authorise the international RIS operators listed in Annex IV to make the RIS data (see Annex I) available to authorised logistical users. I acknowledge that the RIS operators are in a mutual contractual relationship to ensure the international exchange of RIS data considering data protection.
- 5) I, as person having the right of disposition, confirm that I am the person having the right of disposition for the vessels listed in Annex II and confirm that I will inform the RIS operator immediately in the event of a change of the right of disposition. For vessels not owned by me, I confirm that I have obtained all necessary consents from the owner. Furthermore, I confirm that I have obtained any required declarations of consent from affected persons (e.g. crew, passengers).
- 6) Upon request, the RIS operator shall provide me with log files listing the access to the vessels listed in Annex II by authorised logistical users. Logfiles shall be kept for a period of 6 months and deleted thereafter.
- 7) The activation of the user access and the use of the DoRIS portal are free of charge until further notice.
- 8) With my signature I accept the General Terms of Conditions for the use of the DoRIS portal of the RIS operator (see Appendix V) in the currently valid version as well as the Order Processing Agreement (see Appendix VI).



- 9) I, as the person having the right of disposition, acknowledge and confirm that I am the person responsible under data protection law within the meaning of Article 4 line 7 DSGVO with regard to the data processed within the scope of my use of the DoRIS portal and that I am also contractually obliged to the RIS operator to comply with all applicable data protection and labour law provisions (e.g. to comply with my duties to provide information, to have concluded any necessary company agreements, etc.). An information sheet on the information obligations can be found in Annex VII.

Amendments to this authorisation declaration may be submitted at any time and must be in writing. They shall enter into force after confirmation by both parties.

This declaration of authorisation may be revoked in writing by either party at any time.

**For the RIS operator:**

**For the person having the right of disposition:**

\_\_\_\_\_  
Jürgen Trögl

\_\_\_\_\_  
person having the right of disposition

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date