

## PEEL PORTS GROUP LIMITED

### PORTAL TERMS AND CONDITIONS OF USE

#### 1. Definitions

In these Terms and Conditions of Use, the words and phrases below have the following meanings:

- 1.1 “Affiliate” means any person, partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign, including without limitation, subsidiaries, that directly or indirectly control, are controlled by, or are under common control with a party (for which purposes the term ‘control’ shall be as defined in section 450 of the Corporation Taxes Act 2010);
- 1.2 “AutoGate” means the automated in-gate procedure enabling optical character recognition of a haulage vehicle’s licence plate and accompanying container details, for the purpose of automated receiving of containers into the Terminal.
- 1.3 “Community System” means the electronic data exchange system used by the Terminal Operator for inter alia, inventory control and customs clearance of cargo imports and exports, or such other electronic reporting system used by the Terminal Operator.
- 1.4 “Portal” means any electronic web portal accessible to PPGL its customers, service providers and authorised third parties through the PPGL Website, giving access to the E-Systems.
- 1.5 “E-Systems” means without limitation AutoGate, the Community System, PilotLinks, PortLinks, the VBS, or other electronic system or website operated by PPGL in relation to matters including cargo inventory control, vessel loading and movement information, haulier bookings, bookings for vessel pilotage, towage and mooring, logging of pilot assignments, the movement of containerised cargo into and out of the Terminal, and related services provided by PPGL.
- 1.6 “Portal User Conditions” means these Portal Terms and Conditions of Use as may be revised or amended from time to time.
- 1.7 “PilotLinks” means the web portal enabling pilots to view pilotage assignments and to log pertinent job details.
- 1.8 “PortLinks” means the on-line booking portal enabling (amongst other things): (i) shipping agents to book vessel movements; and (ii) both agents and service providers to request or respond to services requests in respect of vessels (including but not limited to pilotage, towage and mooring services).
- 1.9 “PPGL” means Peel Ports Group Limited.
- 1.10 “PPGL Company” includes without limitation The Mersey Docks and Harbour Company Limited (company no. 07438262), The Manchester Ship Canal

Company Limited (company no. 07438096) Clydeport Operations Limited (company no. SC134759); Marine Terminals Limited (Eire company no. 186300), Port of Sheerness Limited (company no. 02639118), or any Affiliate of PPGL.

- 1.11 “PPGL Website” means [www.peelports.com](http://www.peelports.com).
- 1.12 “Terminal” means the container terminal(s) operated by an applicable PPGL Company.
- 1.13 “Terminal Operator” means the applicable PPGL Company.
- 1.14 “Terminal User Terms and Conditions” means the Standard Terms and Conditions for Container Terminals Operated by Members of Peel Ports Group, or such other terms and conditions relating to the use of the Terminals as may be in force from time to time.
- 1.15 “Us” means PPGL as the operator of the Customer Portal.
- 1.16 “User” means any party accessing and/or using the Customer Portal.
- 1.17 “VBS” means the advance vehicle booking system used in conjunction with AutoGate, for container haulage arriving at the applicable Terminal (where in operation at a Terminal).
- 1.18 “Website Terms of Use” means the Terms of Use for the PPGL Website.

In the use below of the definitions, where the context requires, references to the singular shall include the plural, and vice versa.

## 2. Conditions of Use

Access to and use of the Portal by the User is subject to:

- 2.1 these Portal User Conditions. By accessing the Portal, browsing its content, or downloading from or uploading data or information to it, the User accepts without limitation or qualification these Portal User Conditions irrespective of whether or not the User chooses to register with Us. Should the User not accept these Portal User Conditions in their entirety, the User must leave the Portal immediately. PPGL may at any time without notice revise these Portal User Conditions. The User is bound by such revisions and the User should therefore periodically visit to review the current version of the Portal User Conditions.
- 2.2 the Terminal User Terms and Conditions, which can be found at the PPGL Website, or are available on request; and
- 2.3 the Website Terms of Use, which includes, but is not limited to, the Peel Ports Group privacy and cookie policies. The Website Terms of Use can be found at the PPGL Website.

### 3. Access to Password Protected or Secure Areas

- 3.1 Access to and use of password protected and/or secure areas of the Portal is restricted to authorised Users only. Unauthorised access of these areas of the Portal will be subject to prosecution of the persons or parties concerned.
- 3.2 If the User receives any user identification code, passwords, PIN numbers or other information (as the case may be) as part of the Portal security procedures, the User must treat such information as confidential. The User must not release such information to any third party without PPGL's written permission.
- 3.3 PPGL has the right to disable any user identification code, password, PIN number or other security information (whether selected by the User or allocated by Us), at any time, if in PPGL's opinion the User has failed to comply with any of the provisions of these Portal User Conditions and the other applicable terms and conditions including but not limited to the Terminal User Terms and Conditions and the Website Terms of Use.
- 3.4 If the User knows or suspects that anyone other than the User (or its employees servants, agents or independent contractors permitted to use the Portal on its behalf), knows its identification code, password, PIN number or other security information, the User must promptly notify Us at:-

[customer.services@peelports.com](mailto:customer.services@peelports.com)

### 4. User Responsibilities

#### 4.1 The User warrants:

- 4.1.1 that the User, its employees, servants, agents and independent contractors are trained and competent to carry out those tasks that at any time are assigned to them in relation to the giving of instructions to the Terminal Operator, or inputting or downloading any information electronically into/from the E-Systems whether such instruction or input/downloading of information is given in writing, verbally or by any electronic means whatsoever. The User further warrants that any such persons have full authority to give such instructions or input/download such information.
- 4.1.2 that all persons who access the E-Systems through its internet connection and/or on its behalf are aware of these Portal User Conditions and the other applicable terms and conditions (including but not limited to the Terminal User Terms and Conditions and the Website Terms of Use), and that they will comply with them.
- 4.1.3 the accuracy of all information which it (its employees, servants, agents and independent contractors) shall input into the E-Systems and further warrants that the information shall be input in accordance with any guidelines issued by PPGL from time to time.
- 4.1.4 that it shall be responsible for the inputting or safekeeping (as the case may be) of any data, figures, passwords, PIN numbers or other information of any nature

entered with the E-Systems or any other computer or operating system used or operated by PPGL which might be used to access the E-Systems or the Terminal or demand, or otherwise facilitate the release of any containerised goods. If the Terminal Operator releases or allows the release of containerised goods to a party who uses correct data, figures, passwords, PIN Numbers or other information, the Terminal Operator shall be under no liability whatsoever for such release unless it can be shown that it was negligent in disclosing the data, figures, passwords or other information or in releasing the containerised goods without proper production of such data, figures, password, PIN Number or other information. The burden of proving the Terminal Operator was negligent in such disclosure shall rest with the User.

- 4.2 The User agrees to indemnify and hold harmless PPGL and the PPGL Companies, their employees, agents and contractors in respect of any loss, damage, claims, liabilities, expenses, fines and costs whatsoever arising out of any breach by the User of these Portal User Conditions including the User warranties at clauses 4.1.1 to 4.1.4 above.

## 5. PPGL's Limitation of Liability

- 5.1 PPGL excludes all liability and responsibility for any amount or type of loss or damage that may be incurred by the User or any third party as a result of providing the Portal, or arising out of the use of, inability to use or the results of use of the Portal, any websites and portals linked to the Portal, or the materials, content or information contained at any or all such portals or websites, including but not limited to loss or damage due to viruses, distributed denial-of-service attacks or other technically harmful material that may infect the User's computer equipment, software, data or other property on account of the User's access to, use of, or browsing the Portal or the User downloading any materials or content from it or any websites or portals linked to the Portal.
- 5.2 Neither PPGL nor the PPGL Companies (whether or not involved in creating, producing, maintaining or delivering the Portal) shall be liable in connection with the Portal in any way whatsoever or in connection with the use, inability to use, or the results of use of the Portal, any portals or websites linked to the Portal, or the material on such portals or websites, and for any loss or damages of any kind howsoever arising out of such use, including without limitation, any direct, indirect, incidental, consequential, special, punitive or other damages, any loss of data, profits, income, goodwill, contracts or loss or damages arising from or connected in any way to business interruption and whether or not such loss or damage is foreseeable, known or foreseen or otherwise and whether in tort (including negligence), contract or otherwise.
- 5.3 PPGL assumes no responsibility, and shall not be liable for any loss and damage whatsoever due to any third party's unjustified access to the Portal, associated or linked websites, passwords or data or information contained in the Portal.
- 5.4 Whether expressly stated or not, the PPGL Companies shall have the benefit of the same exclusions and limitation of liability as afforded PPGL under these

Portal User Conditions, and shall be entitled to enforce these Portal User Conditions for their own benefit to any extent required.

## **6. Suspension of Access**

Whilst PPGL endeavours to ensure that the Portal is normally available 24 hours a day, neither PPGL nor the PPGL Companies will be liable if for any reason the Portal is unavailable at any time or for any period. Access to the Portal may be suspended temporarily and without notice in the case of system failure, maintenance or for reasons beyond PPGL's control.

## **7. Privacy Policy**

The privacy policy set out in the Website Terms of Use shall apply to these Portal User Conditions, and in addition:

- 7.1 PPGL's purpose for collecting personal information includes the provision of and administration of the E-Systems.
- 7.2 PPGL will only collect information where it is necessary for it to do so and will only collect information if it is relevant to dealings with the User.
- 7.3 PPGL will only keep User information for as long as it is either required to by law or as is relevant for the purposes for which it is collected.
- 7.4 PPGL will not disclose or share personally identifiable information collected in the Portal with any other companies or organisations (other than the PPGL Companies) without the informed consent of the person providing the information (except as required by law or pursuant to a government request), unless this is necessary to provide the E-Systems.
- 7.5 PPGL will put in place appropriate technical and security measures to prevent unauthorised or unlawful access to or, accidental loss of or destruction or damage to the User's information.
- 7.6 PPGL will use information received in e-mail from individuals only for purposes reasonably related to the subject matter of the communication.

## **8. Communications**

- 8.1 Any communications (other than personally identifiable information, which is covered under the Privacy Policy at clause 7 above), any material and content, information or other communication the User transmits, uploads or posts to the Portal will be considered non-confidential and non-proprietary and shall become the property of PPGL and may be used without limitation. The User warrants

that any such communications comply with any user policy that may be in use by PPGL and/or PPGL Companies from time to time.

- 8.2 The User must not transmit any technically harmful communications to or through the Portal or linked websites or other portals (including, without limitation, computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or engage in other practices of misuse (including, without limitation, hacking).

## **9. Change of Information and Services**

Information on the Portal may be changed and updated at any time without prior notice. PPGL may also make such improvements and changes in the services described in the information at any time without prior notice.

## **10. Disclaimer**

- 10.1 While PPGL has made every attempt to ensure that the content and/or information contained in the Portal is accurate and up to date, PPGL is not responsible or liable for any errors, inaccuracy or omissions from the use of such content and/or information.
- 10.2 PPGL does not warrant that the material on the Portal is accurate, complete or up to date. All information on the Portal is provided “as is” without any conditions, warranties, representations or other terms of any kind.
- 10.3 PPGL has no responsibility or liability for the accuracy of information or data uploaded by Users onto the E-Systems, or which information or data PPGL has obtained from any other third party.

## **11. Hyperlinks**

Links to third party websites or portals are provided solely as a convenience to the User. If the User utilises these links, it will leave the Portal and the PPGL Website. When the User accesses a non-PPGL website, please note that it is independent from PPGL and that PPGL and the PPGL Companies have no control over the content of such website. In addition, a link to a non-PPGL website does not mean that PPGL and/or any PPGL Company endorses or makes any representations about them, or any information, software or other products or materials found there or accepts any responsibility for the content or the use of such website. If the User decides to access any of the third party websites linked to this website, it does this entirely at its own risk.

## **12. Copyright**

Unless otherwise stated, everything the User sees or reads in the Portal is protected by copyright and, in some cases, other intellectual property rights, and may not be used except as provided in these Portal User Conditions or on the Website Terms of Use, without the

written permission of PPGL. PPGL neither warrants nor represents that the use of material displayed on the website will not infringe rights of third parties. The Portal may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

### **13. Miscellaneous**

In the event any of the provisions of these Portal User Conditions are held unenforceable or invalid by a court of competent jurisdiction, such provisions shall be deemed severed from the Portal User Conditions, and the remaining provisions thereof shall remain in full force and effect. Failure of PPGL to enforce, in any one or more instance, any of the provisions herein shall not be considered as a waiver of the future performance of the Portal User Conditions.

### **14. Law and Jurisdiction**

These Portal User Conditions are governed by and constructed in accordance with the laws of England and Wales. By accessing the Portal the User agrees to accept the exclusive jurisdiction of the English Courts in relation to any dispute that may arise in connection with these Portal User Conditions.

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