

General Terms for ePort

1. Scope and object

- 1.1. These General Terms apply to all use and transaction between Eimskip Ísland ehf. (hereinafter referred to as Eimskip) and the Client. The headquarters of Eimskip Ísland ehf., State Reg. No. 421104-3520, are located at Korngarðar 2, 104 Reykjavík, Tel.: +(354) 525 7000.
- 1.2. EPORT is an informational web duly owned by Eimskip, hosted at Eimskip's website (hereinafter referred to as EPORT). Usage of EPORT is governed by these General Terms and all other terms, conditions and agreements mentioned in these General Terms.
- 1.3. EPORT and other connected websites are hosted and duly owned by Eimskip. Eimskip is the legal owner (copyright etc.) of EPORT, EPORT website, connected websites, and all information, software, pictures, video image, text, music, sound, and each and every other material and service relating to EPORT for the use of the Client.

2. Acceptance of the General Terms

- 2.1. When the Client has requested access to EPORT he will have to sign written Agreement for access to the EPORT Informational Web.
- 2.2. The Client is required to accept the General Terms before engaging in or continuing transaction with Eimskip. The Client is assumed to have accepted these General Terms by signing the Agreement for access to the EPort Informational Web. By accepting these Terms the Client declares that he has regular access to the internet.
- 2.3. When the Client has been granted admission to EPORT he is assumed to have accepted these General Terms and is bound to be abided by them in full.

3. Access

- 3.1. The Client shall be granted access to EPORT from Eimskip.
- 3.2. The Clients admission consists in the following:
 - Information regarding the Clients' business transaction which are attached to the Clients State Reg. No.
 - All general information which Eimskip is able to deliver to the Client from time to time.
 - The Clients service orders and governing of subscriptions.
- 3.3. The Clients access is subjective and only for the use of that particular Client. Assignment by the Client of his access or use of the access by any third party is strictly forbidden. The Client is not allowed to connect EPORT to any other internet website and/or making EPORT a part of another internet website.

4. Changes and restriction to the access

- 4.1. In the event when the Clients' access to EPORT has not been used/activated for 40 days Eimskip is authorized to shut down and abolish the Clients access, without any special notification or declaration to the Client.
- 4.2. If EPORT is misused by the Client, the Client tries to misuse EPORT or the Client violates any provision of these General Terms or any other terms and conditions relating to EPORT, then Eimskip is entitled to terminate the relationship with the Client without any notice to the Client. This shall apply to any violation made under the username and password of the Client. In such circumstance the Client shall defend, indemnify and hold Eimskip harmless against all consequence thereof.

5. Confidentiality and copyright

- 5.1. The Client is solely responsible for all of his use and process of information from EPORT. All information delivered to the Client from EPORT and all communication between the Client and Eimskip shall be kept strictly confidential and is intended solely for the Client's use in connection with the EPORT. The Client may not in any event disclose, refer to or communicate, in whole or in part, to any person for any purpose whatsoever any information regarding EPORT.

- 5.2. If Client does not comply with this provision or any other provision of either these General Terms or any other general terms and conditions for Eimskip, Eimskip can in its sole discretion terminate these General Terms and all other terms governing the relationship between the Client and EPORT.

6. Username and password

- 6.1. Eimskip shall furnish the Client (or any person representing the Client) with both username and password to the EPORT website. Such access allows the Client to perform every operation duly offered by EPORT.

7. Liability of the Client

- 7.1. The Client (or any person representing the Client) warrants to Eimskip that he is fully responsible for any operation performed by the use of the Client's username and password, whether or not such operation is in fact performed by the Client himself or any other person, whether or not performed with the permission of the Client.
- 7.2. Eimskip shall be under no liability whatsoever for the misuse of the Client's username and password, whether such misuse is performed by the Client or any other person. The Client undertakes that no claim or allegation shall be made against Eimskip or any servant, agent or sub-contractor of Eimskip, which imposes or attempts to impose upon Eimskip, any of them or any Vessel owned by any of them any liability whatsoever in connection with the use of EPORT, and, if any such claim or allegation should nevertheless be made, to defend, indemnify and hold harmless the Eimskip against all consequence thereof.

8. General Terms. Transport. Other service.

- 8.1. Every information and all service, including but not limited to transport service, rendered by Eimskip to the Client in accordance to these General Terms, are subject to each and every terms and conditions as set forth in Eimskip's General Terms and conditions, whether in the form of bill of lading, waybill, or in any other form.
- 8.2. The abovementioned General Terms and Conditions for transport shall be regarded as being part of these General Terms and the General Terms shall be construed in accordance to the general terms and conditions for transport. Current terms and conditions for transport can be found at Eimskip's homepage (www.eimskip.com) and on each office of Eimskip. By signing these General Terms, or by signing the Agreement for access to the EPort Informational Web the Client confirms that he is familiar with all of the aforementioned terms.

9. Device

- 9.1. The Client himself will supply computer, internet connection and appropriate software which is necessary to access EPORT and is fully liable for the functionality of the aforesaid.
- 9.2. Eimskip shall be under no liability whatsoever, whether direct or indirect, for any loss or damage to the Client, howsoever occurring, in relation to Eimskip's or the Client's computer, internet connection, software, or any other occurrence.

10. Miscellaneous provisions

- 10.1. In addition to the terms herein the general terms for use of Eimskip's webpage www.eimskip.com shall apply in addition to these General Terms for EPORT informational web.
- 10.2. These General Terms and any contracts entered into on the basis of these General Terms are subject to Icelandic law. In the event of any dispute relating to the interpretation of these General Terms or any contracts entered into on the basis of these General Terms, the dispute shall be brought before the District Court of Reykjavík.
- 10.3. In the event of any discrepancy between these General Terms and the provisions of a contract made on the basis of these General Terms, the provisions of the contract shall apply.

- 10.4. Eimskip reserves the right to amend, add to or cancel these General Terms at any time. The Client will be notified in such event by means of a durable medium.
- 10.5. These General Terms are standard and cannot be amended by any action of the Client. Any amendments made by the Client shall therefore have no effect for Eimskip.
- 10.6. These General Terms shall apply to all contracts made to access the EPORT.