

## **Terms for EIMSKIP.COM**

All use of and/or business conducted via the website of HF Eimskipafelag Islands (hereinafter EIMSKIP) is subject to the usage and contract terms (hereinafter "Terms") stated herein.

For the purposes of these Terms, a website shall be deemed to be information which is distributed worldwide through Hyper Text Transfer Protocol (HTTP) via the Transmission Control Protocol/Internet Protocol (TCP/IP) network, which is also referred to as the Internet.

WE ENCOURAGE USERS OF THIS WEBSITE TO CAREFULLY READ THE FOLLOWING TERMS BEFORE BROWSING THE WEBSITE. THESE ARE THE TERMS THAT APPLY TO USERS' VISITS TO THE WEBSITE AND ANY BUSINESS THAT THEY MAY CONDUCT VIA THE WEBSITE, WHETHER NOW OR AT A LATER DATE.

EIMSKIP operates this website and other websites linked with this website which are identified as the property of EIMSKIP (hereinafter collectively referred to as "website") as well as any information, software, pictures, text, music, sounds and any other materials and services provided on this website (hereinafter collectively referred to as "material") to be used and accessed by the general public, but only for the legitimate purposes described below.

### **APPROVAL OF THE TERMS**

By visiting this website, browsing it and/or obtaining information from it, of any kind whatsoever, the user agrees to be bound by these Terms, without restriction, and to abide by the applicable laws and regulations. The user warrants that he/she is authorized by law to agree to these Terms on his/her own behalf or on behalf of the party that he/she represents. If individual provisions of these Terms are held invalid or illegal or become unenforceable in part or in full, this shall not affect the validity, legality or enforceability of the remaining provisions of the Terms. Any exemptions and restrictions shall apply only to the extent permitted under Icelandic law.

It is respectfully requested that users do not view or use the website if they do not agree to these Terms.

### **TRANSMISSION OF INFORMATION**

The user agrees to give EIMSKIP complete and unlimited authority to use any information transmitted by the user to the website without remuneration, provided that the registration and use of the information is a normal part of EIMSKIP's activities.

## EIMSKIP'S USE OF INFORMATION RECEIVED

EIMSKIP shall be permitted to use such information in the company's marketing activities. This notification of such use of personal information shall constitute a warning that the information will be used for such purposes. Further information on the work methods, procedures and other matters pertaining to the use of personal information can be obtained at EIMSKIP's office:

HF Eimskipafelag Islands

Korngardar 2

104 Reykjavík

Iceland

Information which may be illegal or constitute a criminal or civil offence may not be transmitted to the website.

## LIABILITY OF EIMSKIP. EXEMPTIONS FROM AND LIMITATIONS ON LIABILITY

The information herein has been compiled by EIMSKIP and obtained from the company itself and outside the company. EIMSKIP seeks to ensure that the information on the website is accurate, reliable and exhaustive.

It should be noted that the information may be incomplete, contain errors or have become outdated. As a result, information obtained from this website should be verified before any measures are taken on the basis thereof by contacting the nearest EIMSKIP office or EIMSKIP agent, as applicable.

EIMSKIP is liable for direct damage suffered by the user as a result of intent or gross negligence on the part of the company or its employees in accordance with the general rules of tort law, with the exceptions provided for in these Terms. The burden to prove EIMSKIP's liability rests entirely with the party claiming that the company is liable.

EIMSKIP's liability extends only to direct damage resulting from actions taken by the company or its employees and not to indirect or consequential damage such as loss of business, reputational damage or any other type of damage.

EIMSKIP is not responsible for any damage suffered as a result of ignorance, misunderstanding or misuse by the user or other parties, whether such other parties are acting for the user or not.

EIMSKIP bears no liability for damage resulting from the failure of the proper operation of the user's equipment.

EIMSKIP is not responsible for any direct or indirect damage suffered as a result of restrictions on and/or disrupted access to and/or the unannounced closing of the website, e.g. due to maintenance procedures, malfunctions in EIMSKIP's computer hardware and/or software, file updating, system changes or other necessary and uncontrollable reasons.

EIMSKIP bears no liability for any damage or loss resulting from the fact that the information proves to be false, unreliable and/or incomplete or the fact that access to this website and linked pages was or was not obtained.

Compensation for damage suffered by the user as a result of access to and/or actions in respect of the website for which EIMSKIP is liable may not exceed SDR 7,500 for each event of damage, or several events of damage if the cause is the same; SDR refers to the international monetary unit used by the International Monetary Fund. SDR shall be converted into Icelandic currency based on the exchange rate on the date of payment.

#### RESTRICTIONS ON THE USE OF THE WEBSITE AND MATERIALS

The user's authorised access to the website is limited to the access itself, the browsing of the website and/or the use of the services offered on the website. The user's authorised access does not extend to other use of materials or the website.

The user is prohibited from linking the website to other websites or making the website a part of another website without the written approval of EIMSKIP.

Any use of software is prohibited except as necessary to perform the user's authorised actions. The user's authorisation is automatically cancelled if the user violates any provisions of these Terms.

#### SITES WHICH ARE LINKED TO THE WEBSITE AND ARE NOT OPERATED BY EIMSKIP

EIMSKIP bears no responsibility for websites which are linked to the website without being operated by EIMSKIP, nor does EIMSKIP bear responsibility for websites which can be used to connect to EIMSKIP's website.

EIMSKIP has no control over the material or arrangements of websites other than its own and can not be held responsible for the sites themselves, their substance, use or execution. It is the responsibility of the user concerned to take the necessary measures to ensure that the material used is free of viruses and other harmful components.

#### REVIEW

EIMSKIP is entitled to review, change, improve and/or remove materials, services, procedures and/or information on the website at any time without notice.

EIMSKIP is entitled to restrict and/or terminate a user's access to the website without notice on account of necessary repairs, malfunctions in the hardware or software, file updating, system changes and other uncontrollable reasons and necessary measures, based on the assessment of EIMSKIP in each instance.

EIMSKIP may review and amend these Terms at any given time. By agreeing to these Terms, the user agrees to be bound by any such subsequent amendments.

#### CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

Any use and treatment of information obtained by the user from the website is the responsibility of the user and the user shall only be permitted to use such information for his or her own use.

The trademarks, service marks and trading names published on this website are protected in Iceland and internationally. Any use of such trademarks, service marks and trading names is prohibited except with the written permission of EIMSKIP or the partner concerned, except for identifying the company's products or services.

All material on EIMSKIP's website is copyrighted and any use of the material without the written permission of EIMSKIP is prohibited.

EIMSKIP does not guarantee that the user's use of the website's services and material is not in violation of the superior rights of a third party which is not owned by EIMSKIP or affiliated with the company. EIMSKIP's website may contain other copyright provisions which must be observed and complied with.

#### ACCESS TO RESTRICTED AREAS

Certain areas of the website may only be accessed by parties that have specifically paid for such access. Access to such areas is limited to these parties and any access and/or attempted access by others is prohibited and punishable.

#### JURISDICTION

This website and these Terms are subject to Icelandic laws. In the event of a dispute over these Terms or this website, such dispute shall be brought before the District Court of Reykjavík.

Users who enter and browse the website from locations outside Iceland do so on their own responsibility. EIMSKIP does not guarantee that the material on the website is acceptable for access or use outside the jurisdiction of Iceland and any access from countries in which the website material is in any way illegal is prohibited. The user accepts that EIMSKIP is entitled to refuse access to the website at any time, without any notice whatsoever, and to terminate the user's connection or access to the site.