

Cargoes Community WEB PORTAL TERMS AND CONDITIONS AGREEMENT FOR USE OF THE CARGOES COMMUNITY PORTAL

1. User Requirements

1.1. This document describes the terms and conditions under which DP WORLD (the Portal Administrator) provides you with access to the services offered in CARGOES COMMUNITY SYSTEM portal and describes the terms and conditions applicable to your use of our services available on the portal website.

These terms and conditions in effect from 01.04.2024 (together referred to as the 'Agreement') govern your use of the Portal and your use of any services offered via the Portal and you agree to be bound by them. 'You' and "your" refers to the organisation which you have named as the user on the company (client) registration form relating to the Portal. You confirm that the individual who has completed the registration process for the Portal is fully authorised to bind your organisation to this Agreement. You will make all your users of the Portal aware of this Agreement and will ensure they always comply with its terms.

1.2. Following registration and approval by Cargoes Community System, you will be accepted as a user of the Portal, and you will be permitted to use the Portal. This Agreement governs all your use of the Portal and your use of any services offered via the Portal.

1.3. The Portal Administrator may amend this Agreement at any time, and the amended version will be posted on the Portal and be effective from that date of posting.

2. Definitions

2.1. The Portal - The digital platform operated by DP WORLD, accessible via web or mobile applications, facilitating the registration and viewing of booking orders for services offered by the Terminal to its customers. This includes, but is not limited to, discharging/loading units from vessels and approving additional services such as container inspections or repairs that carry a variable cost.

2.2. The Portal Administrator – Constanta South Container Terminal SRL (member of DP World), a company incorporated and existing under the laws of Romania, registered with the Trade Registry under no. J13/369/2003, RO16026481, with its registered office at Administrative Building, Pier II -S, Port of Constanta South, 900900 Constanta, Romania (hereinafter referred as "CSCT")

2.3. You - The legal entity that accesses and uses the Portal to avail of the services offered by the Portal Administrator, either directly or through authorized representatives.

2.4. User - The individual who accesses and uses the Portal on behalf of an organization, with the purpose of registering, viewing, or managing booking orders and associated services offered by the Portal Administrator.

2.5. GDPR (General Data Protection Regulation) - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

2.6. Controller - The legal entity (in this context, you) that determines the purposes and means of processing personal data within the use of the Portal.

2.7. Processor - The legal entity (in this context, the Portal Administrator) that processes personal data on behalf of the Controller, in accordance with the Controller's instructions.

2.8. Personal Data - Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person.

2.9. Data Protection Agreement - The legal document concluded between the Controller and Processor which sets out the rights and obligations of the parties in respect of personal data protection, ensuring that processing is carried out in accordance with the GDPR and other applicable data protection laws.

3. The relationship between the Portal /Portal Administrator and you

3.1. The User Agreement is legally binding between you and the PORTAL ADMINISTRATOR and is valid from the date on which your account was created on the portal and implicitly ticked/signed that you agree to these terms.

3.2. By using the services on the portal, you agree to the following general terms and principles for our portal. Please make sure you read carefully and understand the terms and conditions in this document before registering on the portal. After registering on the portal, the terms and conditions in this document become binding on any user.

By accepting the terms and conditions in this document, you enter into a contractual relationship with the portal governed by this document.

3.3. Protecting your privacy is very important to Cargoes Community System. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as the use and disclosure of your information

4. Disclaimer

4.1. We agree to provide you with access to the Portal. There may, however, be times when we are unable to provide such access. Access to or use of the Portal or pages linked to it will not necessarily be uninterrupted or error-free. We may log off any user for inactivity on the Portal during such period as we may decide.

4.2. The Portal Administrator accepts no obligation to monitor the use of the Portal other than as required by law. The Portal Administrator does, however, reserve the right to block your access to the Portal and/or to take such other action as may be necessary to prevent any breach of these terms and conditions or any breach of applicable laws or regulations.

- 4.3. The Portal may include links to external portals and websites and may include links to co-branded pages. We have included links to these portals, websites and co-branded pages to provide you with access to information and services that you may find useful or interesting. We are not responsible for the content of these portals, websites and pages or for anything provided by them.
- 4.4. We may change the format and content of the Portal from time to time. The most up to date version of the Portal will be available when you refresh your browser/or clear the cache of your browser and each time you login to the Portal.
- 4.5. We and our affiliates and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security or accuracy of the Portal for any purpose. To the fullest extent permitted by law, the Portal is provided 'as is' without warranty or condition of any kind. Your use of the Portal is voluntary, at your own free will and at your sole risk. You are also solely responsible for your decision to use the services of any particular third-party provider through the applications. We disclaim all warranties or conditions of any kind with regard to the Portal including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 4.6. We disclaim all liability with respect to any third-party products/services that you use. You understand and agree that absent your agreement to this limitation of liability, we would not provide the Portal to you.

5. Password Use, Data Collection and Security

- 5.1. As part of the sign-up process, the Portal Administrator will register the employees that you require to be able to access the Portal, as "Users" by providing names and identification details. Once Company/Client registration on the portal is approved (as described in clause 1.2), the prospective users for your account can be registered and approved by Portal Administrator. Each approved user - 'Permitted User' can select their own user name and password for accessing the portal.

If you provide any information that is untrue, inaccurate, not up-to-date or incomplete, or there is a suspicion that the information is untrue, inaccurate, not updated or incomplete, the PORTAL administrator has the right to temporarily or permanently suspend your user account.

- 5.2. Access to those parts of the Portal which are password protected is restricted exclusively to Permitted Users. Your passwords must not be disclosed to, nor used for or on behalf of anyone but the relevant Permitted User, whether in or outside your organisation. We recommend that at the end of each session of use of the PORTAL you close your account using the appropriate button. We also advise you to close at the end of the session the browser window in which you have been working.
- 5.3. You must always keep all usernames and passwords confidential (and ensure that Permitted Users do the same) and must not disclose any username or password to any other person other

than the relevant Permitted User. You must ensure that usernames and passwords are only used by the relevant Permitted Users and only for authorised access to the Portal in accordance with this Agreement. If anybody else using a username or a password issued to you, breaches this Agreement, or carries out any act in accessing the Portal then this breach or act will be treated as a breach or act by you. Portal Administrator shall not be liable to you or to any third party for any loss or damage arising out of any unauthorised use of any username and/or password issued to you. In the event that you suspect any unauthorized use of your account or a security breach, it is imperative that you immediately notify the Portal Administrator.

- 5.4. You are advised to adopt good security practices, such as logging out after each session and being cautious of phishing attempts and suspicious links.
- 5.5. You are obligated to ensure that all users under your control are adequately trained regarding the secure use of the Portal and the adherence to all security and confidentiality obligations set forth in this Agreement, as well as any other legal obligations related to the security and confidentiality of personal data. This includes but is not limited to, training users on the importance of safeguarding their account information, recognizing and avoiding phishing attempts and other security threats, and understanding the proper handling and sharing of sensitive information within and outside the Portal. You must also ensure that users are made aware of and understand their responsibilities under this Agreement and relevant data protection laws, including General Data Protection Regulation (GDPR) where applicable. This responsibility encompasses educating users on the legal requirements for data protection and the consequences of non-compliance, both for the individual and the organization.
- 5.6.. We will change a password and username issued in respect of Permitted Users (including your User Administrator) at your request, and we reserve the right to block access to any "Permitted User" if we reasonably believe it is appropriate for the security or proper operation of the Portal.

Accordingly, the Administrator reserves the right to verify the veracity of the data and information provided by users in the process of creating a user account, as well as the right to refuse to open a user account if the information provided is untrue or where appropriate to suspend or close such an account.

- 5.7.. You agree that all data and information you provide to us will be accurate and that such information and data may be used by us in accordance with our privacy policy.
- 5.8.. Portal Administrator also reserves the right to take such action in relation to and disclose such information as required under law and as it considers appropriate to law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security, and to use the information for statistical reports on Portal usage.
- 5.9.. We may in the future decide to make the use of digital signatures mandatory for all users of the Portal in relation to the service requests from Cargoes Community System and any other activity conducted via the Portal as we may decide. Users will be notified of this move before it is

implemented, and if any user does not enter into an agreement with a certification provider (or equivalent third party) nominated by us for the provision of digital signature certification services by a date specified by us (allowing a reasonable time for users to conclude that agreement), that user's access to all or certain parts of the Portal or services available via the Portal may be denied.

6. Intellectual Property Rights

- 6.1. This is an Agreement for access to and use of the Portal, and you are not granted a license to any software or any other intellectual property under this Agreement.
- 6.2. All intellectual property and other rights in any information or material accessible at or available from the Portal, including any text, graphics, data and screen layouts and software related to the Portal (the 'Content') belong to Cargoes Community System (or the third party which owns the rights to such content). You agree not to use, copy, reproduce, rent, lease, sell, distribute, modify, redistribute, transmit, resell, broadcast, display, perform, publish, license, frame, transfer, or create derivative works based on the Content, or the Portal in whole or in part, by any means, except as expressly authorized in writing by us.
- 6.3. Portal Administrator is not bound by any agreement with any of its users for ensuring security of their intellectual property appearing on the Portal. The user hereby agrees and undertakes to be solely responsible in the event of any claim/s or dispute/s that may arise in this regard.

7. Your Responsibilities

- 7.1. You are allowed to browse the Portal and (subject to the provisions in clause 1.2), to order and use services from service providers accessible at and promoted via the Portal in accordance with applicable laws.
- 7.2. Content Upload: In cases where the Portal allows users to upload their own content, users must ensure that any content uploaded is their own original material or that they have all necessary rights to upload and distribute it. Additionally, the content must not be illegal, obscene, threatening, defamatory, or infringe on anyone's privacy or publicity rights.
- 7.3. You must not:
 - a. Download, print, copy or otherwise reproduce any Content except those which relate solely to you (such as invoices, manifests and other documents which relate to you but to no other user of the Portal); or
 - b. Remove or change anything on the Portal or add anything to it, including, without limitation by unauthorized changes through system manipulation or hacking.
- 7.4.. You must only use the Portal and all services provided on the Portal for lawful purposes, and you must comply with all applicable laws, statutes and regulations. You must not use the Portal to:
 - a. Harass, stalk, threaten or otherwise violate the rights of others or publish any third-party information or use any third-party intellectual property without proper authorisation;

- b. Harm or threaten to cause harm to minors;
 - c. Impersonate anyone else or otherwise misrepresent your identity or status;
 - d. Publish any information on the Portal that may be harmful, harassing, blasphemous, defamatory or unlawful in any manner.
 - e. Publish any information on the Portal that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.
 - f. Publish any information on the Portal that violates any law for the time being in force.
 - g. Refrain from promoting or engaging in any illegal activities through the Portal. This includes, but is not limited to, the sale of illegal goods, promoting illegal activities, or providing instructions on how to commit illegal acts.
- 7.5. You must not hack into the Portal or any other related computer system, make excessive traffic demands, deliver viruses or forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Portal or any other web Portal or damage or destroy the reputation of Cargoes Community System or any third party.
- 7.5. Any user account created in the Portal can have only one account holder. Cargoes Community services and products that are accessible through a user account are intended for and may only be used by the account holder. Giving other persons access to Portal via your personal account is considered fraud and is punishable under the applicable law. As a USER you are entirely responsible for maintaining the confidentiality of the access data (email and password) to your account.
- 7.6. Privacy and Data Protection: Users must adhere to the Portal's privacy policy and protect the personal data of other users. They shall not collect, distribute, or use the personal information of other users without their explicit consent or another legal basis.
- 7.7. Fair Use Policy: You are expected to use the Portal in a manner that does not overburden, disrupt, or negatively impact the server performance or the availability of the Portal to other users. This includes, but is not limited to, reasonable usage of network resources and avoiding excessive data transfer or storage that may impact the service for other users.
- 7.8. GDPR Compliance: If you act as a Controller or Processor (as defined under the General Data Protection Regulation (GDPR)), you are responsible for fulfilling your own GDPR obligations. This includes, but is not limited to, ensuring lawful processing of personal data, safeguarding the rights of data subjects, implementing appropriate security measures to protect personal data, and promptly responding to data subjects' requests. You must also ensure that any processing of personal data through the use of the Portal is conducted in full compliance with all applicable

GDPR provisions and any other relevant data protection laws. Your use of the Portal does not relieve you of these responsibilities.

- 7.9. Recognizing the global nature of the internet, you agree to comply with all local rules regarding online behavior and acceptable content, including laws related to the transmission of technical data exported from your country of residence or the country where you operate.
- 7.10. Reporting of Abuse: Users are required to report any suspicious or abusive activity they observe on the Portal. This helps maintain a safe and respectful environment for all users.

8. Data Processing Agreement

8.1. Scope and Purpose: This section outlines the responsibilities and obligations of the Portal Administrator (acting as the Data Processor) in relation to the processing of personal data on behalf of the Controller, in compliance with Article 28 of the General Data Protection Regulation (GDPR).

8.2. Instructions: The Portal Administrator agrees to process personal data only on documented instructions from the Controller, including with respect to transfers of personal data to a third country or an international organization, unless required to do so by European Union or Member State law to which the Portal Administrator is subject; in such a case, the Portal shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

8.3. Confidentiality: The Portal Administrator ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.4. Security Measures: The Portal Administrator will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 GDPR.

8.5. Subprocessing: The Portal Administrator shall not engage another processor without prior specific or general written authorization of the Data Controller. In the case of general written authorization, the Portal Administrator shall inform the Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Controller the opportunity to object to such changes.

8.6. Data Subject Rights: Taking into account the nature of the processing, the Portal Administrator shall assist the Controller by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights.

8.7. Data Breach Notification: The Portal Administrator shall notify the Controller without undue delay after becoming aware of a personal data breach.

8.8. Deletion or Return of Data: At the choice of the Controller, the Portal Administrator shall delete or return all the personal data to the Data Controller after the end of the provision of

services relating to processing, and delete existing copies unless European Union or Member State law requires storage of the personal data.

8.g. Audit and Inspection: The Portal Administrator shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

9. Exclusions and Limitations

- 9.1. The information on this Portal is provided on an 'as is' basis. To the fullest extent permitted by law, Portal Administrator excludes all representations and warranties relating to this Portal and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Portal and/or the organization's literature.
- 9.2. In no event shall we be liable (whether for breach of contract, negligence or for any other reason) for any loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential, punitive or special loss, however arising.
- 9.3. Restricted Access: Certain sections of the Portal may be restricted to users who meet specific criteria set by the Portal Administrator. We reserve the right to modify access to these areas or impose new access restrictions at any time, without prior notice.
- 9.4. Updates and Maintenance: The Portal Administrator reserves the right to perform updates, maintenance, and upgrades to the Portal at its discretion. This may include temporarily suspending access to the Portal or certain features thereof, without prior notice, to perform necessary maintenance operations.
- 9.5. Subject to clauses 9.1, 9.2., 9.3. and 9.4 our maximum aggregate liability to you in connection with the Portal and/or this Agreement whether in contract, tort, negligence or otherwise is limited to the amount actually paid by you to us in connection with the provision of the Portal and our provision of services to you through it.
- 9.6. While Portal Administrator will use reasonable efforts to ensure that all information which on the Portal is correct, Portal Administrator does not accept any liability for any error or omission. The information on the Portal is provided as a general guide only and not for any specific purpose.
- 9.7.. You will indemnify, defend and hold harmless, at your expense, against any third party claim, suit, action, or proceeding brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party arising out of or relating to: (i) the unauthorised use of the Portal; (ii) your non-compliance with or breach of this Agreement; (iii) the unauthorised use of the Portal by any other person using your user information.

10. Suspension and termination of Services

- 10.1. Portal Administrator reserves the right to terminate your access to the Portal at any time without prior notice. Access will be withdrawn automatically if a password issued to you has not been used for such period as we may decide.
 - 10.2. The Portal Administrator reserves the right to suspend your access to the Portal temporarily, pending investigation of suspected violations of these terms and conditions, or in response to legal or regulatory actions. During suspension, access to the Portal may be restricted or disabled until the issue is resolved.
 - 10.3. In cases of suspension, you may be given the opportunity to remedy the violation or issue that led to the suspension. The Portal Administrator will provide instructions on the remediation process. If you believe your access was suspended or terminated in error, you may appeal the decision by contacting us with a detailed explanation of your grounds for appeal.
 - 10.4. Upon termination, all rights granted to you under these terms will cease immediately, and you must cease all use of the Portal. The Portal Administrator may also delete your account and any related data without liability to you.
11. Provision of services
 - 11.1. Any services other than the provision of the Portal itself (which shall be referred to as 'Services') made available to you via the Portal are made available as set out below and are subject to the limitations of liability in section 7 above.
 - 11.2. Portal Administrator may terminate or suspend the availability of any Services, or other services displayed on the Portal at any time, without notice for support or maintenance work, in order to update content or for any other reason.
 - 11.3. You will provide all information and documents to Cargoes Community System relevant to the Services you have ordered, where relevant to those Services, and any other information and/or documents reasonably required by the Portal Administrator from time to time. You bear full responsibility for all information (including its accuracy) sent to Cargoes Community System in connection with Services you have ordered and you acknowledge that any misuse of the Portal may result in the imposition of legal sanctions on you under applicable laws or regulations.
 - 11.4. Portal Administrator will use reasonable efforts to correct errors and omissions as soon as is practicable after becoming aware of them.
 - 11.5. Portal Administrator shall have no obligation in relation to or liability arising out of any products or services supplied or procured by a service provider for which you make payment using the Portal, responsibility for which in all cases and for all reasons shall be that of the service provider. Portal Administrator is a mere 'intermediary' connecting you to the service provider. You shall release and hold harmless Portal Administrator from and against all costs, claims, liabilities, damages (including reasonable legal fees) arising directly and indirectly as a result of (a) your use

of the Portal; (b) products or services supplied or procured by a service provider for which you make payment using the Portal.

- 11.6. Portal Administrator has agreements with each of the service providers from whom you can purchase products or services using the Portal. You are not a party to these agreements. However, under the terms of these agreements, such service providers may have obligations to Portal Administrator which could impact upon the way in which those service providers provide their products or services or otherwise deal with you. You acknowledge that while Cargoes Community takes all reasonable steps to ensure the satisfaction of customers using the Portal it may be necessary for Portal Administrator to exercise its rights under such agreements with service providers in order to protect Portal Administrator interests.

12. Information provided by you

- 12.1. You agree to ensure that any information provided by you shall be complete and accurate. You shall not at any time provide us with information which is false, inaccurate, misleading, obsolete or deceptive.
- 12.2. If Portal Administrator has reasonable grounds to believe that you have not provided it with accurate information, Portal Administrator may choose not to proceed with the processing of your registration/service request and the relevant service charges shall remain outstanding.
- 12.3. You authorise Portal Administrator, directly or through third parties, to make any enquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide some form of identification number or reference, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your personal information against third party databases or through other sources. If and to the extent Portal Administrator considers it necessary to order a credit report in relation to you having regard to your actual or proposed use of the Portal, you will hereby provide all necessary consents and permissions to enable Portal Administrator to obtain such a credit report.
- 12.4. User Responsibilities for Third-Party Information: If you provide information related to third parties, you confirm that you have the right or consent to share such information with us. You also agree to indemnify the Portal Administrator against any claims or damages that may arise from your submission of third-party information without appropriate consent or other legal basis.
- 12.5. You agree to promptly notify the Portal Administrator of any changes to your personal information to ensure that our records are accurate and current. Failure to do so may result in the suspension or termination of your access to the Portal.

13. Restricted activities

13.1. In connection with your use of the Portal, you will not:

- a. provide false, inaccurate or misleading information;
- b. send or receive what Portal Administrator reasonably believes are potentially fraudulent funds;
- c. refuse to cooperate in an investigation or provide confirmation of your identity or any personal information you provide to Portal Administrator;
- d. take any action that imposes an unreasonably or disproportionately large load on Portal Administrator infrastructure;
- e. take any action that may cause Portal Administrator to lose any of the services from internet service providers, payment processes, or other suppliers or service providers;
- f. control an account that is linked to another account that has engaged in any of these restricted activities; or
- g. use fraudulent accounts for payment of fees.
- h. violate the privacy or confidentiality of other users or third parties. This includes unauthorized collection, sharing, or use of personal data and any actions that compromise the security of someone else's account or personal information.
- i. engage in activities that disrupt, interfere with, or adversely affect the normal operation of the Portal. This includes distributing viruses or other malicious software, conducting denial-of-service attacks, or any other actions that could harm the Portal, its users, or its infrastructure.
- j. attempt to gain unauthorized access to the Portal, other users' accounts, or the underlying systems or networks, including hacking, password mining, or other means of circumventing user authentication or security measures, is strictly forbidden.
- k. exploit any vulnerabilities in the Portal's software or systems for any reason, including security testing, without explicit prior consent from the Portal Administrator.

14. Security

14.1. The Portal Administrator is committed to maintaining the security and integrity of its services and protecting the personal and sensitive information of its users. To achieve this, the Portal adheres to industry-standard practices and complies with applicable data protection regulations to ensure robust and effective security measures.

14.2. Data Encryption: The Portal Administrator employs strong encryption technologies to protect data in transit and at rest, safeguarding users' personal and transactional information against unauthorized access and breaches.

- 14.3. Access Controls: The Portal Administrator implements strict access control measures to ensure that only authorized personnel have access to user data, based on the principle of least privilege.
- 14.4. Regular Audits and Monitoring: The Portal's security systems undergo continuous monitoring, with regular audits conducted to identify and remediate potential vulnerabilities, including security assessments and penetration testing.
- 14.5. Incident Response Plan: In the event of a security breach, the Portal Administrator has an incident response plan to promptly address and mitigate any potential impact, with affected users notified in accordance with legal requirements.
- 14.6. Data Collection and Use: The Portal Administrator collects only the data necessary for providing its services, operating under a strict privacy policy that outlines the use, storage, and protection of user data.
- 14.7. Data Retention: User data is retained only as long as necessary for the purposes for which it was collected or as required by law, after which it is securely deleted or anonymized.

15. Defects in Portal

- 15.1. Portal Administrator shall not in any way be liable for any delays, service disruption or defects in the Portal. You acknowledge that you assume all the risks involved in using the Portal and Portal Administrator shall not be in any way liable for any damage, loss, expense or detriment caused (directly or indirectly) by a defect in the Portal.
- 15.2. Portal Administrator will always use reasonable efforts to keep the Portal operational. You understand that scheduled maintenance and problems out of the control of Portal Administrator may cause the Portal to be temporarily unavailable. You acknowledge that Portal Administrator shall not in any way be liable to you for any damage or loss resulting from any such unavailability.

16. General and governing law

- 16.1. This Agreement forms the entire understanding of the parties and supersedes all previous agreements, understandings and representations relating to the subject matter.
- 16.2. If any provision of the Agreement is found to be unenforceable, this shall not affect the validity of any other provision. Portal Administrator may delay enforcing its rights under the Agreement without losing them.
- 16.3. You may not assign your rights or obligations under this Agreement to any third party without the prior express consent in writing of Portal Administrator .
- 16.4. This Agreement shall be governed and interpreted in accordance with Romanian law and you consent to the exclusive jurisdiction of the competent courts of Romania.

17. Log Files

17.1. The Portal automatically collects information through log files as a standard procedure for hosting services. Log files track user actions on the site, gather data including internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date/time stamps, referring/exit pages, and possibly the number of clicks. This information is used for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information. The data collected is not linked to any information that is personally identifiable.

17.2. The primary use of log files is for site management, user movement tracking, and demographic insight gathering. Log files provide critical information that helps enhance user experience, website security, and performance analytics. They enable the Portal to identify and resolve technical issues, understand user preferences, and improve overall service quality.

17.3. The Portal is committed to ensuring the security of log file data. Access to log files is restricted to authorized personnel only, and measures are in place to prevent unauthorized access, disclosure, alteration, or destruction of data. The Portal adheres to strict data protection policies to safeguard user privacy and information security.

17.4. Log file data is retained for a period that is reasonably necessary for analysis, administrative purposes, and security assessments. Once the retention period expires, data is securely deleted or anonymized in accordance with the Portal's data protection standards.

17.5. Users have rights concerning their personal information, as outlined in the Privacy Policy. This includes the right to access, rectify, or delete personal data collected by the Portal, subject to certain exceptions.

18. Cookies

18.1. The Portal uses cookies, which are small text files stored on your device, to enhance your user experience, analyze our traffic, and offer features that are tailored to your preferences. Cookies help us understand how the Portal is being used, enabling us to improve our services and provide you with content that is relevant and engaging.

18.2. Types of Cookies Used: We employ various types of cookies on the Portal, including:

- **Essential Cookies:** Necessary for the operation of the Portal, enabling basic functions like page navigation and access to secure areas. The Portal cannot function properly without these cookies.
- **Analytical/Performance Cookies:** Allow us to recognize and count the number of visitors and see how visitors move around the Portal. This helps us improve the way our Portal works, for example, by ensuring that users find what they are looking for easily.
- **Functionality Cookies:** Used to recognize you when you return to our Portal. This enables us to personalize our content for you, greet you by name, and remember your preferences (for example, your choice of language or region).
- **Targeting/Advertising Cookies:** Record your visit to the Portal, the pages you have visited, and the links you have followed. We will use this information to make the Portal and the advertising displayed on it more relevant to your interests.

18.3. Upon your first visit to the Portal, you will be prompted to accept or decline the use of cookies. You have the right to withdraw your consent at any time. Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit allaboutcookies.org.

18.4. Third-Party Cookies: In addition to our own cookies, we may also use various third-parties cookies to report usage statistics of the Portal, deliver advertisements on and through the Portal, and so on. It is important for you to know that we have no access to or control over cookies used by third parties.

18.5. We may update the Cookie Policy from time to time in response to changing legal, technical, or business developments. When we update our Cookie Policy, we will take appropriate measures to inform you, consistent with the significance of the changes we make.

19. Entire agreement

19.1. Any previous agreement between you and Portal Administrator or any of its subsidiaries or business units is hereby terminated by agreement, without prejudice to any accrued rights and obligations of the parties. You agree that any outstanding payments payable by you under any such agreements shall remain payable, and that the right to receive such payment is hereby assigned with your consent to Portal Administrator.

20. Force majeure

20.1. Should either party be prevented or hindered from performing any of its obligation under the provisions of the Agreement or any part thereof owing to Events of Force Majeure (as defined herein), then the times fixed for the performance of such obligation shall be extended by a period reasonably agreed in writing by the parties taking into consideration the causes of the Events of Force Majeure and the importance of the timely completion of the obligations. The Events of Force Majeure in this clause shall only mean and be limited to break-down of electricity supply or internet outage, fire, flood, declared war, acts of God, any other event outside of the performing party's reasonable control that are not the fault of the party whose performance is excused and any government action which prevents a party from performing any obligations.

20.2. The party who is affected by the Events of Force Majeure shall notify the other party as soon as reasonably practical after becoming aware of any the Events of Force Majeure which prevents or hinders its performance under this Agreement and detail the existence, nature and commencement date of the said event of Force Majeure and shall, where practicable, notify the other party of the estimated extent of the delay likely to be occasioned by the said event.

20.3. The party affected by the Events of Force Majeure shall take such steps as are reasonably available to it to mitigate the effects of the said event and shall notify the other Party of the steps to mitigate the effects that it intends to take or is taking.

20.4. If the affected party is prevented by the Event of Force Majeure from performing its obligations under this Agreement for more than thirty (30) working days or such other period as the parties

may agree in writing, then the unaffected party may in its sole discretion immediately terminate the Agreement by giving notice in writing of termination to the other party.

21. Severability & Waiver

21.1. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining part of such provision and all other provisions of the Agreement shall continue to remain in full force and effect. Any waiver of any provision of this Agreement must be in writing and signed by Portal Administrator to be effective. Failure, neglect, or delay by Portal Administrator to enforce any provision of this Agreement or any rights or remedies hereunder, at any time, will not be deemed to be a waiver of all such rights under this Agreement.

22. Final provisions

22.1. THE USER declares that he/she has taken cognizance of the GENERAL TERMS AND CONDITIONS OF USE and agrees to abide by the terms set out.

22.2. The USER is entitled to use the services of the Portal only if he/she agrees to comply with the relevant legislation and the Terms of Use.

22.3. Clauses that by their nature should survive the termination of this Agreement will continue to remain in effect after such termination, including, but not limited to, clauses concerning intellectual property, confidentiality, data protection, liability limitations, and indemnification.

22.4. Amendment and Modification: The Portal reserves the right to amend or modify these Terms of Use at any time without prior notice to the User. Any changes will be effective immediately upon posting on the Portal or direct communication to the User, unless stated otherwise. Continued use of the Portal and Services by the User after any such changes shall constitute consent to such changes.

22.5. Language Priority: In the event of any divergence or discrepancy between the English version of this document and any translations into other languages, the English version shall prevail and be considered the final and authoritative version.

22.6. For any queries in relation to the use of the Portal, the Services and the manner of use the Portal Administrator can be contacted at: _____.