

Haulage Company Identification System (SIT) GENERAL CONDITIONS FOR HAULAGE COMPANIES

These general conditions regulate the relations, rights and obligations between the Tarragona Port Authority (hereinafter the TPA) and the merchandise haulage companies in terms of the Carrier ID System (hereinafter the SIT) and their registered drivers.

The TPA reserves the right to modify or alter these conditions and to suspend the application of the system without prior notice.

COMPANY REGISTER:

Those haulage companies who wish to enter the facilities and area of the Port of Tarragona will apply to the TPA to be registered on the PAS register established for that purpose, which will be accessible on the Internet at www.porttarragona.cat.

Applications will be made via the website, providing all the requested data on the company. The TPA will check the veracity of the data and once the application has been approved, the TPA may request the company to provide documentation regarding it: the company deeds, deeds of notarial powers, the Identity Card of the person granting the power of attorney and the general conditions for haulage companies signed. This documentation may be provided to the TPA via messenger service or registered post with certified or witnessed copies or by personal attendance of the company legal representative with the original documentation.

Once the data of the applicant company has been validated, it will be issued with a user code and an access code with which to enter the personal data of the personnel it wishes to accredit.

This data will allow the company to carry out the necessary procedures to register its drivers and the other procedures required for the SIT. It will be the responsibility of the companies to preserve due diligence over said data, which will be those used to identify it to the TPA.

COST OF ISSUING THE IDENTITY CARD AND METHOD OF PAYMENT:

The cost of issuing the card will be 31 euros, which should be paid in the Accreditations Centre by cash or credit card when the driver comes to collect the accreditation card.

The reissue of an accreditation card due to loss, theft or damage will be subject to the advance payment of the corresponding fee

EXPIRY OF THE REGISTER:

Registered companies will be removed from the register by the TPA after a company has been inactive for one year.

ADMINISTRATION OF THE REGISTER:

- Companies will apply for identification cards for those drivers working for them, including those with work contracts with the company and those who are

subcontracted and work exclusively for them and should show the contractual relationship between them and the company which is registering them by tc2 or commercial contact.

- The identification cards will be issued by the TPA and will continue to be its property at all times. The TPA reserves the right to refuse, suspend or cancel a card that has already been issued.
- The haulage companies will maintain an up-to-date list of their drivers.
- If a registered driver leaves the employment of the company that has registered him or her in the system, said company must immediately inform the TPA through the website with the aim of removing said person from the system and allowing the TPA to block said authorization in order to avoid unauthorized access in the name of the company.
- If a driver already has an accreditation, having obtained it through a haulage company, but subsequently goes to work for another company already accredited in the SIT by the TPA, said company must register the new employee in its list of registered personnel in order for the SIT to identify him or her as a driver of said company. In the event of the first company not having deregistered the employee, the system will send it an e-mail informing it that the employee has been transferred to another company.
- The haulage company agrees to notify and inform its registered drivers of any communiqué issued by the TPA for said drivers.
- The company agrees to notify the TPA immediately of any loss or theft of the identification card, in order for it to be blocked.

USER NAME AND ACCESS CODE:

The haulage company agrees to:

- Maintain the confidentiality of the data corresponding to the access codes and personal data, as well as maintaining a privacy control policy with respect to the same.
- Notify the TPA of any circumstance that could affect the security or unauthorized use of the same.
- Introduce the necessary internal procedures to ensure compliance with the above obligations, including the prohibition of sharing them, as well as introducing the necessary mechanisms to prevent a computer terminal connected to the SIT being used by another user.

LIMITATION OF LIABILITY:

The company expressly accepts and recognizes that:

- The TPA accepts no responsibility for any damages resulting from the use of the SIT.
- The company declares that it is aware that the security measures adopted by the SIT are limited to checking the existing correspondence and communications between the name of the user and his or her access code, and do not cover the risk of possible improper interference in the communications.
- The company will cover all the necessary costs incurred in acquiring and maintaining the equipment and communications networks required to connect to the SIT.
- The TPA agrees to maintain internal security procedures in order to ensure the confidentiality of the SIT data.

SUSPENSION OR CANCELLATION OF HCIS ACCREDITATIONS:

The TPA reserves the right to suspend, cancel or deny the use of the computer connection to the SIT:

- If it suspects and knows of any unauthorized use of any of its access codes or user names.
- Due to a lack of respect for or failure to comply with any of the general conditions of use contained in these regulations.
- In the event that a user's connection could adversely affect the operation of the SIT, due to a lack of anti-virus protection affecting the level of security of the system or due to any other similar circumstance.

COMPENSATION:

- The company agrees to compensate the TPA for any damages it may cause to the SIT, the integrity and confidentiality of its databases, or any other damages caused to a third party as a result of improper use or failure to respect the obligations prescribed in these General Conditions.
- The company accepts and recognizes that the TPA will not be responsible for any damages caused by the use of the SIT.
- The company accepts and recognizes that the TPA will not be responsible for the improper or incorrect use that third parties may make of the SIT.

DATA PROTECTION:

In compliance with the provisions of Act 15/1999 of 13 December for the Protection of Personal Data, the TPA advises that the personal data communicated to it by virtue of this agreement, including the content of the applications for registry in the Hauliers' Identification

System, will be handled in order to control access to the port facilities and may be ceded to other competent authorities for the exercise of their legally established functions.

The TPA, as the body responsible for the file, recognises for the owners of the data the possibility of obtaining free of charge the right to access, rectify, cancel and dispute said data by communicating in writing to Passeig de l'Escollera, s/n, 43004, Tarragona, attaching a copy of the document that accredits their identity, expressly indicating which right they wish to exercise.

Independently of the information that in terms of Data Protection may be provided by the TPA to the owners of the data it handles, the assignee company agrees to provide the information contained in the above paragraphs to those of their employees for whom they provide data, as well as informing the TPA of any cessation of the need for access by any of the persons for whom they have requested it.

OTHERS:

- The personal data contained in these applications and the attached photographs will be handled by the accreditations administration application of the TPA exclusively for the purpose for which they are requested, in compliance with Act 15/1999 of 13 December for the Protection of Personal Data. In any case the owners of the data may exercise their right to access rectify, cancel and dispute said data by communicating in writing to the Tarragona Port Authority/Head of the Industrial Security Department/Passeig de l'Escollera s/n. 43004 Tarragona after a period of six months.
- The obtaining of the corresponding accreditation will not affect compliance, demandability and, if applicable, possession, when mandatory, of the corresponding accreditation authorizing occupation of the public port domain for the provision of general services through indirect administration, for the provision of basic services or for the provision of commercial services and carrying out industrial, commercial or other types of activity in the public port domain; all the aforementioned in compliance with the provisions of Royal Legislative Decree 2 of 5 September 2011 which approves the revised text of the State Ports and Merchant Marine Act.