

APPROVED

By the order of Director General of the
Joint Stock Company
Klaipėda State Seaport Authority
_____ 2025

CARGO AND GOODS INFORMATION SYSTEM (KIPIS) TERMS OF USE

I CHAPTER GENERAL PROVISIONS

1. The Terms of Use of the Cargo and Goods Information System (KIPIS) (hereinafter referred to as the Terms of Use) establish the users of the Cargo and Goods Information System (KIPIS), the rights, duties and responsibilities of the users and the KIPIS manager, and other terms of use of the Cargo and Goods Information System (KIPIS).

2. Terms and concepts used in the Terms of Use:

2.1. **Authentication devices** means the means of identification in KIPIS of the User's employee and the User's administrator (authentication name, authentication password and variable code card for the communication session), which are used by the User's administrator and the User's employee to log in to KIPIS, and which are used by KIPIS to identify the User's administrator and the User's employee uniquely.

2.2. **KIPIS** - the information system for cargo and goods transported through the Klaipėda State Seaport, designed for data exchange between KIPIS Users.

2.3. **KIPIS Administration Fee** - The fee charged for access to KIPIS in accordance with the Terms of Use.

2.4. **KSSA** - Joint Stock Company Klaipėda State Seaport Authority

2.5. Regulation (EU) 2016/679 - 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 (General Data Protection Regulation) (OJ 2016 L 119, p. 1).

2.6. **User** - a legal person (company or institution) registered to connect to and use KIPIS in accordance with the procedures set out in the Terms of Use.

2.7. **User Administrator** - an employee of a User appointed by the User's manager, who has the right to create personal KIPIS accounts for other employees of the same User, to set and modify their privileges in KIPIS, and to manage the system parameters of the KIPIS User environment.

2.8. **User's employee** - an employee of the User who has a personal KIPIS account - the right to connect to KIPIS and carry out the operations entrusted to him/her in KIPIS.

3. The purpose and objective of KIPIS is to enable the exchange of information in the electronic space between companies engaged in economic activities related to the transport of cargo and goods through the Klaipėda Seaport and the authorities controlling the activities of such companies.

4. The manager of KIPIS is the joint stock company Klaipėda State Seaport Authority, company code LT240329870, registered office J. Janonio g. 24, 92252 Klaipėda, Lithuania, and the data on the company shall be collected in the Register of Legal Entities of the State Enterprise Centre of Registers.

II CHAPTER LEGISLATION GOVERNING THE USE OF KIPIS

5. The use of KIPIS is governed by:

5.1. Order of the Minister of Transport and Communications of the Republic of Lithuania of 17 February 2014 No 3-70-(E) “On the Approval of the Regulations for Klaipėda State Seaport Operations”;

5.2. other legal acts of the Government of the Republic of Lithuania, ministries, departments under ministries and other institutions.

III CHAPTER USER REGISTRATION AND ADMINISTRATION

6. KIPIS Users are registered by the KSSA. A legal entity may be registered as a User if it carries out economic activities related to the transportation of cargo and goods through the Klaipėda Seaport, or if it carries out control of vessels, their crews or passengers, cargo and operations with cargo in accordance with the legal acts in force in the Republic of Lithuania and if KIPIS has implemented functionality according to the nature of its activities.

7. A legal entity shall be registered as a User by submitting an application for registration, signed by the User's manager, in the form prescribed by KSSA (Annex to the Conditions of Use). By submitting a signed registration request to the KSSA, the legal entity thereby also confirms its acceptance of the Terms of Use.

8. Based on the data provided in the registration request, within 10 days at the latest from the receipt of the request, KIPIS shall register the requesting User and the User's administrator (create an account for the User's administrator) in the KSSA.

9. The User's administrator shall register the User's employees by creating accounts for them in KIPIS using the authority granted to him/her.

10. The User Administrator shall establish and, if necessary, modify the rights of the User's employees in KIPIS.

11. The User's administrator may cancel or suspend the User's employee's registration in KIPIS without cancelling the account (restricting the account's ability to connect to KIPIS), and may also remove these restrictions.

12. The user's employees' ability to connect to KIPIS shall be restricted (suspended) automatically in the following cases:

12.1. incorrect use of the Authentication devices and failure to log in to KIPIS 3 times in a row. The User Administrator can restore the login to the User's employee;

12.2. Failure of the User to pay the KIPIS administration fee within the time limit set out in the Terms of Use;

12.3. Failure of the head of the User's company to sign the amended Terms of Use.

13. The registration of a user may be cancelled and/or limited by the KIPIS KSSA in the following cases:

13.1. when KSSA receives a written request from the User;

13.2. when the User does not comply with the Terms of Use;

13.3. in other cases where it is necessary to comply with the legislation in force in the Republic of Lithuania.

14. Suspension or cancellation of a User's or User's employee's registration with KIPIS and restriction of a User's employee's connection to KIPIS on any of the grounds set out in the Terms of Use shall not entitle the User to claim any compensation from KSSA or any other Users.

IV CHAPTER USER RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

15. A user has the right to:

15.1. use KIPIS in their activities to the extent that KIPIS functionalities allow;

15.2. to make specific comments and reasoned suggestions to the KSSA on the development or modification of the operation and functionality of the KIPIS.

16. The user undertakes to:

- 16.1. make the terms of use known to the User's administrator and the User's employees;
- 16.2. comply with the Terms of Use;
- 16.3. to provide only correct and up-to-date data to other Users;
- 16.4. Use the information and data provided by KIPIS only for legitimate purposes;
- 16.5. ensure that the User's employees personally protect the Authentication devices assigned to them by organisational means;
- 16.6. not assign or otherwise transfer to any third party any of its rights or obligations under the Terms of Use;
- 16.7. pay for the use of KIPIS in accordance with the Terms of Use.
- 17. The User shall have other rights and obligations set out in the Terms of Use.
- 18. The User agrees to consider that the identity of the User's employee has been verified and to accept and treat as signed and authenticated the data and information provided by KIPIS, provided that appropriate Authentication devices have been used at the beginning of the communication session.
- 19. The User agrees that electronic data and information provided by the User to other Users and received from other Users in the KIPIS database shall have the same legal effect as the same written data or information in paper documents, certified by signatures and stamps (where applicable).
- 20. The User shall be liable for non-performance of his/her obligations and/or correctness of the data provided to other Users in the KIPIS environment, if such actions have caused damage to them, in accordance with the procedure established by the legislation of the Republic of Lithuania.
- 21. The User is responsible for the correctness, completeness and integrity of the data provided through KIPIS.
- 22. The responsibility for all actions performed with the KIPIS login data in accordance with the laws and regulations of the Republic of Lithuania shall be borne by the person to whom the login data was granted.

V CHAPTER KSSA RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

- 23. KSSA undertakes to:
 - 23.1. to ensure the continuous operation of KIPIS. Any temporary and/or partial malfunctioning of KIPIS or any part of KIPIS is possible due to system software, data or internet connectivity services and other related circumstances, and in such cases KSSA shall not be held liable for the improper fulfilment of the obligation under this clause;
 - 23.2. apply appropriate organisational and technical measures to protect the data provided by Users from accidental or unlawful destruction, alteration, disclosure or any unauthorised processing.
- 24. KSSA does not in any way verify and is not responsible for the correctness and/or relevance of the data and information provided by one User to other Users.
- 25. Any attempt to bypass the KIPIS security system in order to gain unauthorised access to data contained in KIPIS that does not belong to the legitimate User shall be considered by the KSSA as unauthorised hacking. The KSSA may take legal action against any person who attempts to breach the security of KIPIS.
- 26. The KSSA shall be liable for non-performance of its obligations, if such actions have caused damage to the User, in accordance with the procedure established by the legislation of the Republic of Lithuania.

VI CHAPTER KIPIS ADMINISTRATION FEE AND BILLING PROCEDURE

- 27. A User carrying out economic activities related to the transportation of goods and cargo through the Klaipėda Seaport shall pay a monthly KIPIS administration fee to KSSA according to the number of KIPIS accounts held by the User:

27.1. with 1-4 KIPIS accounts - EUR 60.00 plus VAT on the above amount for each month of KIPIS usage;

27.2. with 5-9 KIPIS accounts - EUR 120.00 plus VAT on the above amount for each month of KIPIS usage;

27.3. with 10-14 KIPIS accounts - EUR 180.00 plus VAT on the above amount for each month of KIPIS usage.

27.4. with 15 or more KIPIS accounts - EUR 240.00 plus VAT on the above amount for each month of KIPIS usage.

28. When a new User is registered or an existing User's registration is not renewed from the beginning of the month, the KIPIS administration fee shall be calculated on a pro-rata basis for the lower number of days of the month.

29. In case of restriction of Users' access to KIPIS due to the circumstances provided for in Clauses 12.2 and 12.3, or in case of cancellation (restriction) of the User's registration in accordance with Clause 13 of the Terms and Conditions of Use, the amount of the monthly KIPIS Administration Fee shall be calculated on a pro-rata basis for the period of time during which the access to KIPIS has not been restricted, or the User's registration has not been canceled, except for the cases provided for in this Clause. In the event that the User's registration is restricted in accordance with Clause 13.1 of the Terms of Use, if the User's registration has been active for less than 30 days prior to the restriction of the User's registration, then for the month during which the User's account has been restricted, the User shall pay the monthly KIPIS Administration Fee according to the number of the User's KIPIS Accounts held.

30. If the number of the User's KIPIS accounts varies during the month due to the deletion of KIPIS accounts or the creation of new KIPIS accounts, the number of KIPIS accounts to be used for the application of the amount of the fee provided for in Clause 27 shall be calculated by dividing the total number of days of the User's registered KIPIS accounts during the month by the number of days in the month, and rounding off to the next integer.

31. The KIPIS administration fee for the previous month shall be paid by the User to the KSSA within 15 days after the end of the calendar month on the basis of the VAT invoices submitted to the User by means of the KIPIS, by means of a separate transfer, indicating in the transfer only the VAT invoice number.

32. If the User fails to pay the KIPIS administration fee in accordance with the VAT invoice submitted by the KSSA within the set deadline, the User's employees' ability to connect to KIPIS shall be limited. Once the User has paid the KIPIS administration fee, the User's employees' access to KIPIS is restored within 2 working days.

VII CHAPTER SECURITY OF AUTHENTICATION DEVICES AND COMPUTER EQUIPMENT

33. The actions of the User's employees shall be recorded in KIPIS in accordance with the Authentication devices provided to them personally by the User's administrator. The User shall take organisational measures to ensure that the User's employees individually keep the Authentication devices secure, do not share them with other User's employees and do not disclose their data to other persons.

34. If the User's employee loses the Authentication devices provided to him/her, or if it becomes apparent that such Authentication devices may have been used or may be used by another person, the User's employee shall immediately inform the User's administrator, who shall immediately temporarily restrict such User's employee's access to KIPIS, and shall issue the User's employee with a new Authentication devices.

35. The User shall ensure that the computer hardware and software used by the User's employees does not damage, modify or otherwise interfere with the operation of KIPIS and does not result in damage to KSSA or other Users. For this purpose, the User must put in place sufficient organisational and technical measures and ensure their functioning.

VIII CHAPTER MAINTENANCE AND SOFTWARE CHANGES

36. The KSSA shall have the right to improve the KIPIS and to rectify any observed deficiencies in the KIPIS, including changes that cause or may cause short-term disruptions in the functioning of the KIPIS.

37. The KSSA shall schedule preventive maintenance, implementation of software changes and troubleshooting of the KIPIS and, if possible, shall carry out the work at the lowest possible load on the KIPIS and shall inform the Users in advance of the planned work.

38. In exceptional circumstances and for compelling reasons, the KSSA shall have the right to carry out the remedial work on the CIPIS without delay, at any time of the day or night, in order to avoid possible losses to the KSSA and/or the Users. In the cases provided for in this clause, the rectification of KIPIS deficiencies shall be carried out within the shortest possible time.

IX CHAPTER FORCE MAJEURE

39. Neither the User nor the KSSA shall be liable for total or partial non-performance of its obligations if it proves that the non-performance is due to force majeure. Force majeure shall be understood as defined in Article 6.212 of the Civil Code of the Republic of Lithuania. With regard to the exemption from liability in case of force majeure, the User and the KSSA shall be guided by the Resolution of the Government of the Republic of Lithuania No. 840 of 15 July 1996 "On the Approval of the Rules on the Exemption from Liability in Case of Force Majeure".

X CHAPTER PERSONAL DATA PROCESSING IN KIPIS

40. The KSSA has the right to process personal data to the extent necessary for the fulfilment of the purpose of the KIPIS and to ensure the KSSA's functions.

41. Personal data in KIPIS are processed in accordance with Regulation (EU) 2016/679, the Law on Legal Protection of Personal Data of the Republic of Lithuania, and the KSSA Personal Data Processing Rules (<http://www.portofklaipeda.lt/asmens-duomenu-apsauga>).

42. The controller and processor of the personal data processed by KIPIS is the KSSA.

43. Contact details of the Data Protection Officer designated by the KSSA: e-mail: dap@port.lt, tel. (8 46) 499 689.

44. The purpose of processing personal data in KIPIS is to identify and authenticate Users' employees and to ensure traceability of their actions in KIPIS. The legal basis for the processing of personal data in KIPIS is the legitimate interest of the controller in ensuring the functioning of KIPIS (Article 1(f) of Regulation (EU) 2016/6796).

45. KIPIS processes the following personal data of Users' employees: name(s), surname(s), position(s), rights granted, contact details (telephone number, e-mail address), actions performed on the data in the KIPIS environment, and the timing of the actions.

46. Users and their employees who handle KIPIS data, information, documents and copies thereof shall be bound by the obligation of confidentiality of data and information. The obligation of confidentiality shall survive the cancellation or suspension of the User's or User's employee's registration with KIPIS, the termination of the User's employee's contract of employment, or the reassignment of the User's employee to another position.

47. Data, including personal data, shall be collected and stored in KIPIS for 10 years from the date of submission of the document.

48. KIPIS data, including personal data, shall be provided to the KSSA in the exercise of its functions as CIPIS manager. Data relevant to the purpose and intent of KIPIS shall be made available to Users and, where there is a legal basis, to other persons for the purpose of carrying out their functions as defined by law. The provision of KIPIS data to the other persons referred to in this

point may be made on the basis of a data provision agreement between the KSSA and the data recipient (in the case of multiple provision) or on the basis of a request from the data recipient (in the case of a single provision). The contract must specify the purpose of the use of the data, the legal basis for the provision and receipt of the data, the terms, conditions, procedures and the scope of the data provided. The request must specify the purpose of the use of the data, the legal basis for the provision and receipt of the data and the scope of the data requested.

49. Each data subject whose personal data is processed in CIPIS has the rights set out in Articles 15-18 of Regulation (EU) 2016/679. The data subject's rights are exercised in accordance with the rules on the processing of personal data of the KSSA.

XI CHAPTER FINAL PROVISIONS

50. Copyright and other intellectual property rights in KIPIS are the property of the KSSA and are not transferable.

51. The conditions of use may be modified by a decision of the KSSA. The KSSA shall notify the Users of any changes to the Conditions of Use by written notice delivered to the User in the KIPIS environment at least 30 days prior to the commencement of the application of the revised Conditions of Use.

52. In the event of a change to the User Terms and Conditions, the User's supervisor shall confirm his/her acceptance of the changed User Terms and Conditions by signing the changed User Terms and Conditions in the KIPIS environment within a set time limit.

APPLICATION FOR REGISTRATION

I, _____
_____,
(Name, surname, company name, position)

request that your company/institution be registered as a user of the Cargo and Goods Information System (KIPIS).

Registration details:

Name of company (institution) _____

Code of company (institution) _____

Registration address of company (institution)

Registration state of company (institution)

Freight forwarding company - ☐ (tick)

Handling company - ☐ (tick)

Public authority – ☐ (tick)

Estimated number of KIPIS accounts in the company _____

In the company/institution of the KIPIS administrator

Name and surname _____

Position _____

Phone _____

Email _____

I have read and agree to the Terms and Conditions of Use of the Cargo and Commodity Information System (KIPIS) approved by the Order of the Director General of the Joint Stock Company Klaipėda State Seaport Authority No. V-71 of 18 March 2010 (current version). The terms and conditions of use of the Cargo and Goods Information System (KIPIS) are an integral part of this application for registration.

(Date)

(name, surname, and signature)