GENERAL TERMS AND CONDITIONS

I. SUBJECT

Art.1. The present General Conditions regulate the relations between Bulgarian Ports Infrastructure Company /BPI Co./ as a provider (hereinafter referred as to Provider) and the consumers (hereinafter referred as to User(s)) of the provided by the Provider Service through the System of Electronic Document Flow of River Transport (hereinafter referred the Service).


Art.3. Service, subject to these General Terms and Conditions is a service of the information society and is provided by the Provider free.

II. DATA FOR THE PROVIDER

Art.4. Provider provides the service in capacity of beneficiary under OP транспорт 2007-2013 on the project Implementation of RIS in the Bulgarian stretch of the River Danube - BULRIS and in accordance with the Law on Maritime Spaces, Inland Waterways and Ports of the Republic of Bulgaria art.115m, para. 1, it. 15.

Headquarters and address of the Provider: 1574 Sofia, Region Slatina, 69 Shipchenski prohod Blvd., Tel.: (+359 2) 807 99 99, Fax: 02/807 99 66, e-mail: office@bgports.bg
Address for exercising activity of service provision and correspondence: 7000 Ruse, 20A Pristanistna Str., Tel: (+359 82) 298463, Fax: (+359 82) 298461, e-mail: office.bulris@bgports.bg

III. CHARACTERISTICS OF THE SERVICE. GAINING ACCESS

Art.5. Service shall be provided by the Provider to the Users in accessible electronic format and is a set of technical tools / hardware and software / and service staff, a unit in BPI Co, which act as one stop shop service for collection, processing and storage of information and data for ships arriving and/or departing from Danube ports of the Republic of Bulgaria, to ensure electronic transmission of data to and from border control services and to provide electronic access of registered external users to the information, instructions and decisions of border control services on the own open procedures.

Art.6. (1) Provider is not responsible for the authenticity and content of the information that the Users receive when using the Service.

(2) Responsibility for the authenticity and content of the information lies entirely on external user / subscriber / of the system that provides all the input stream of documents related to the processing of arriving/ departing ships to/ from the port. The external user is the individual / master, authorized agent of officer/ who represents the ship, registered in the system and has a digital signature to introduce ship’s papers.
(3) In cases where the functions of the external user are executed by the authorized shipping agent, it is possible the direct participation of the master or authorized ship officer.

Art.7. Before gaining access to the Service, the Users submit to the Provider a written statement that they are familiar with these Terms and Conditions, agree with their content and unconditionally undertake to respect them.

Art.8. Users’ access to the Service shall be carried out by online registration created by the Provider and after the Provider provides to the Users username and password.

Art.9. Upon the registration the Users are obliged to provide accurate and timely data, address, telephone, fax and e-mail for correspondence. Users are required to promptly update the data listed in the registration in case of change in them.

Art.10. Users may only use the interface of the website/s of the Service Provider.

Art.11. Statements and correspondence in the relations between the Provider and the Users regarding the use of the Service shall be performed at the address, phone, fax and e-mail, referred to in these Terms for correspondence with the Provider and to the address, telephone and e-mail, stated for correspondence with the respective User in making registration.

IV. CONDITIONS FOR GRANT AND USE OF SERVICE

Чл.12. (1) Users are required to use the Service in good faith in accordance with its intended purpose, and in accordance with the regulations for this kind of services.

(2) When using the Service, the Users have no right to use the software, scripting, programming languages or other technologies that could create difficulties in security and use of Service by other Users.

(3) Users provide on their own, at their own expense and risk, the equipment necessary to access the Service and its management.

Art.13.(1) Provider has the right to temporarily restrict or cease the Service provision with a view of improving the quality of service, perform maintenance, trouble shooting and other related activities.

(2) In the cases under para. 1 Provider is obliged to promptly reimburse the delivery of Service after dropping out of the fact that is the reason for ceasing.

Art.14.(1) At any time before, during or after delivery of the Service, the Provider has the right to require from the Users to identify themselves and to certify the accuracy of any of the advertised during registration circumstances or personal data.

(2) In the event that for any reason the Users have forgotten or lost their username or password, they must use the form for forgotten password and username, provided by the Provider.

Art.15. Provider has the right in its sole discretion, without giving prior notice terminate the access of Users, if it finds that the provided services are used in violation of these General Terms and Conditions, the law of the Republic of Bulgaria and the European Union law.

Art.16. Provider shall not be responsible for damages or losses suffered by third parties as a result of improper use of the Service by User.

V. AMENDMENT AND ACCESS TO THE GENERAL TERMS AND CONDITIONS

Art.17. These Terms and Conditions may be amended by the Provider, for which the latter will adequately inform all registered Users of Service.

Art.18. These General Terms and Conditions enter into force on the date of their publication on the official website of the Provider address: http://www.bgports.bg