

Authorisation Declaration and User Agreement for persons having the right of disposition (v5)

between

[Company name of the person having the right of disposition]

[Address of the person having the right of disposition]

[Address of the person having the right of disposition]

(hereinafter referred to as "person having the right of disposition")

and

via donau – Österreichische Wasserstraßen-Gesellschaft mbH

Donau-City-Straße 1

1220 Wien

(hereinafter referred to as "RIS operator")

The person having the right of disposition of the ship **[company name of the person having the right of disposition]**

authorises the

RIS operator **via donau - Österreichische Wasserstraßen-Gesellschaft mbH**

under observance of the following general conditions, to make RIS data available to authorised users:

- 1) I, as person having the right of disposition, authorise the RIS operator to make RIS data according to Annex I of the vessels listed in Annex II available to authorised third parties (hereinafter referred to as "authorised logistical users").
- 2) I, as person having the right of disposition, authorise the RIS operator, in the course of the initial configuration of my user access, to grant the authorised logistical users listed in Annex III access to the RIS data according to Annex I of the vessels listed in Annex II. I may change this configuration according to point 3 (b) at any time.
- 3) The authorised logistical users
 - a) have a valid user agreement for the use of RIS data with the RIS operator and
 - b) get access on a case-by-case basis (e.g. port HHH gets access for ship SSS in the period from BBB to EEE), which I as the person having the right of disposition can administer independently via the DoRIS portal of the RIS operator.
- 4) I, as person having the right of disposition, authorise the international RIS operators listed in Annex IV to make the RIS data (see Annex I) available to authorised logistical users. I acknowledge that the RIS operators are in a mutual contractual relationship to ensure the international exchange of RIS data considering data protection.
- 5) I, as person having the right of disposition, confirm that I am the person having the right of disposition for the vessels listed in Annex II and confirm that I will inform the RIS operator immediately in the event of a change of the right of disposition. For vessels not owned by me, I confirm that I have obtained all necessary consents from the owner. Furthermore, I confirm that I have obtained any required declarations of consent from affected persons (e.g. crew, passengers).
- 6) Upon request, the RIS operator shall provide me with log files listing the access to the vessels listed in Annex II by authorised logistical users. Logfiles shall be kept for a period of 6 months and deleted thereafter.
- 7) The activation of the user access and the use of the DoRIS portal are free of charge until further notice.
- 8) With my signature I accept the General Terms of Conditions for the use of the DoRIS portal of the RIS operator (see Appendix V) in the currently valid version as well as the Order Processing Agreement (see Appendix VI).

- 9) I, as the person having the right of disposition, acknowledge and confirm that I am the person responsible under data protection law within the meaning of Article 4 line 7 DSGVO with regard to the data processed within the scope of my use of the DoRIS portal and that I am also contractually obliged to the RIS operator to comply with all applicable data protection and labour law provisions (e.g. to comply with my duties to provide information, to have concluded any necessary company agreements, etc.). An information sheet on the information obligations can be found in Annex VII.

Amendments to this authorisation declaration may be submitted at any time and must be in writing. They shall enter into force after confirmation by both parties.

This declaration of authorisation may be revoked in writing by either party at any time.

For the RIS operator:

For the person having the right of disposition:

Jürgen Trögl

person having the right of disposition

Date

Date

Annex I

- (i) The vessel data comprise the defined data contents for vessel tracking and tracing systems according to the applicable RIS Directive of the European Commission (for details see www.ris.eu).

The vessel data can be made available to authorised users via

- DoRIS Portal via graphical user interface or web service and/or as an
- entry and exit service in ports or berths via e-mail or web service.

or web service to authorised users via the DoRIS Portal.

The release of vessel data for the DoRIS Portal is affected by self-administration of the authorised user (see point 3 (b)) or by authorisation of the authorised user according to Annex III.

The release for entry and exit services is exclusively affected by authorisation of the authorised party according to Annex III.

- (ii) The voyage and transport data comprise the defined data contents for electronic ship reporting in inland navigation according to the applicable RIS Directive of the European Commission (for details see www.ris.eu) for the reporting of goods (ERINOT message) and are made available via the functions of the DoRIS portal.

The release of voyage and transport data for the DoRIS portal is done by self-administration of the authorised party (see point 3 (b)) or by authorisation of the authorised party according to Annex III.

Annex II: List of own vessels

Vessel name	MMSI Number	ENI Number
[Vessel name]	[MMSI Number]	[ENI Number]

Annex III: List of authorised logistical users

Company	Address	Contact person	Data access	Vessels
[Company]	[Address]	[Contact person]	<input type="checkbox"/> DoRIS Portal <input type="checkbox"/> entry and exit services	<input type="checkbox"/> all <input type="checkbox"/> the following: <ul style="list-style-type: none"> • ENI 1 • ENI 2 • ENI n

Annex IV: List of RIS Operators

Company name	Address
RIS Operator in Austria: via donau – Österreichische Wasserstraßen-Gesellschaft mbH	Donau-City-Straße 1 A-1220 Vienna
RIS Operator in Slovakia: Štátna plavebná správa	Prístavná 10 SK-821 09 Bratislava 2
RIS Operator in Hungary: RSOE – Rádiós Segélyhívó és Infokommunikációs Országos Egyesület	Elnök utca 1. H-1089 Budapest
RIS Operator in Croatia: Agency for Inland Waterways	Parobrodarska 5 HR-32000 Vukovar
RIS Operator in Bulgaria: Bulgarian Ports Infrastructure Company	69, Shipchenski prohod blvd BG-1574 Sofia
RIS Operator in Romania: Autoritatea Navala Romana	Constanta Port No. 1 RO-900900 Constanta

Annex V: General Terms of Conditions for the Use of the DoRIS Portal

GENERAL CONDITIONS FOR THE USE OF THE DoRIS PORTAL

1. Basic functions of the DoRIS Portal

The DoRIS Portal is operated by via donau - Österreichische Wasserstraßen-Gesellschaft mbH (hereinafter referred to as "Operator") and supports the following basic functions:

1.1. Vessel positions / logistical use

Query and display of current position, identification as well as further additional information (planned time of arrival, etc.) of vessels and convoys, whereby the data source of this information is the AIS transponder of the respective vessel and only authorised users can query the data of the respective vessel. The corresponding access rights per ship are stored in the user administration.

Authorised users have access to the data of their own vessels and can grant other users (hereinafter referred to as "logistic users") access to the data of their own vessels. Accordingly, logistical users only have access to the data of a specific vessel if the respective authorised user has granted this user access.

Further information can be found in the Authorisation Declaration and User Agreement for Authorised Persons and in the User Agreement for Logistical Users.

1.2. Electronic dangerous goods reports

Authorised users have the possibility to create and submit electronic reports for dangerous goods transports. The electronic dangerous goods report is forwarded to the competent authorities.

The user alone is responsible for the completeness and correctness of the data provided.

1.3. DAVID forms

Authorised users have the possibility to create the so-called DAVID forms (arrival/departure notification, passenger list, crew list) and save them as PDF in selected languages. The DAVID forms are NOT forwarded to the relevant authorities via the DoRIS portal.

The operator assumes no liability for the correctness of the forms and the data and information contained therein, for the data transmission and the further correct processing of the reports with the competent authorities.

If the User of the DoRIS Portal has not signed an authorization declaration including the data processing agreement (DPA), the consent to this User Agreement shall be deemed as authorization for processing of data.

2. Subject of the Terms of Use and Reservation of Right to Amend

2.1. The subject matter of the Terms of Use is the regulation of the use of the functions and data offered on the DoRIS Portal by the User.

2.2. Use of the DoRIS Portal is only possible after the User has agreed to these Terms of Use.

2.3. These Terms of Use may be amended by the Operator at any time and without prior notice. In any case, no rights or claims whatsoever shall accrue to the User or third parties from any amendment to the Terms of Use.

2.4. In the event of amendments, the amended terms of use must be accepted again by the user when logging in for the first time after the amendment and are thus deemed to be agreed.

3. Obligations of the user

- 3.1. Rights and obligations arising from these Terms of Conditions may not be transferred by users to third parties.
- 3.2. The login data (user name and password) required for user access must be kept secret and locked away by the user. The User is obliged to report any unauthorised or improper access to his user access as well as other security breaches (e.g. hacker attacks, etc.) to the Operator immediately after becoming aware of them. The User shall also inform the Operator immediately if such suspicions arise for him.
- 3.3. The User is responsible for creating the technical conditions for the unrestricted use of the DoRIS portal. The technical requirements include, in particular, the availability of an up-to-date operating system, uninterrupted Internet access and the installation of an up-to-date Internet browser (including the appropriate encryption protocol). The costs incurred for this shall be borne by the user.
- 3.4. The user agrees to provide relevant information on the course of use orally and in writing free of charge upon request by the operator.
- 3.5. The User is requested to report interruptions, malfunctions, delays, deletions, changes, faulty transmissions or memory failures in connection with the DoRIS portal as well as other defects and problems (hereinafter referred to as "malfunctions") to the Operator without delay and, to the extent necessary, to cooperate appropriately in their rectification. The Operator shall endeavour to remedy reported faults as quickly as possible, but does not guarantee any specific response or remedy times in connection with faults.
- 3.6. The DoRIS Portal is not intended to store data permanently. It is the User's responsibility to store data and documents used in connection with the DoRIS Portal outside the DoRIS Portal in accordance with the User's requirements and any applicable retention obligations.
- 3.7. The User is responsible for creating the legal conditions for his use of the DoRIS Portal and for complying with all applicable legal provisions (in particular data protection and labour law provisions).
4. Obligations of the operator
 - 4.1. The Operator shall endeavour to provide user access, the DoRIS Portal and its functions (including the sending of e-mails) as uninterruptedly as possible. However, disruptions cannot be ruled out and the Operator provides no guarantee in this respect. The Operator is therefore not liable for disruptions to user access, the DoRIS portal or its functions.
 - 4.2. The Operator reserves the right to deactivate the User's access and/or the transmission of data at any time - in particular if the operation of the DoRIS Portal requires it – even without prior notice.
 - 4.3. For data, such as tide gauge data or in particular data assigned to individual vessels, the Operator acts as the transmitter of the data and does not guarantee that this data can be provided (e.g. due to missing position data due to defective AIS transponders on vessels).
 - 4.4. Any liability of the Operator in connection with malfunctions is excluded. Excluded from this are damages caused by grossly negligent or intentional malfunctions.
5. Data protection
 - 5.1. The data and information used within the scope of the DoRIS portal are collected by the Operator on the basis of the legal mandate under the Waterways Act to operate the federal River Information Services (RIS) (Section 10 (1) Z 2 to 3 Waterways Act). These data may also constitute personal data within the meaning of the EU General Data Protection Regulation 2016/679 (hereinafter "GDPR"). Whether and to what extent these data are used in connection with the functions of the DoRIS portal

is the sole decision and responsibility of the person authorised to dispose of the respective vessel. The latter is therefore to be regarded as the responsible party within the meaning of the GDPR and is responsible for compliance with the applicable legal provisions (in particular data protection and labour law provisions).

5.2. The Operator provides the functions of the DoRIS portal. Insofar as personal data are processed in this context, the Operator processes these data on behalf of the respective Authorised Party as a processor.

5.3. In addition to the processing of personal data of the DoRIS Portal, the Operator also processes personal data for official purposes on the basis of the applicable laws. In this context, the Operator is the controller. The information on the processing of personal data in this context can be found at <http://www.doris.bmk.gv.at/en/services/river-information-services/ris-in-austria/information-for-affected-persons-regarding-doris-and-eri>.

6. Duration and end of the Terms of Conditions

6.1. These Terms of Conditions shall enter into force upon acceptance by the User and may be terminated by the User as well as by the Operator at any time with immediate effect, which shall be accompanied by the deletion of the respective User access. Notice of termination may be given by email to admin.risportal@viadonau.org or to the postal address of viadonau (Donau-City-Straße 1, 1220 Vienna, Austria) to the attention of "DoRIS Betrieb".

6.2. The following provisions of these Terms of Use shall remain in force even after termination / deletion of the user access: 1.2 (2nd paragraph), 1.3 (2nd and 3rd paragraph), 2.3, 2.4, 3.1-3.4, 3.6, 3.7, 4.3, 4.4, 5.1-5.3, 7.1, 7.2.

7. Other conditions

7.1. The place of jurisdiction for disputes arising from the present Terms of Use shall exclusively be the court having subject-matter jurisdiction for the first district of Vienna (Innere Stadt Wien).

7.2. Austrian law shall apply to the exclusion of the conflict-of-law rules of Austrian private international law and the UN Convention on Contracts for the International Sale of Goods.

7.3. These Terms of Use and the User's consent shall be stored electronically.

Annex VI: Order processing agreement

1. In connection with the use of the DoRIS portal by the person having the right of disposition, the RIS operator processes personal data as a processor on behalf of the person having the right of disposition. These data processing operations shall be carried out during the period of use of the DoRIS portal by the person having the right of disposition in accordance with the general terms of conditions for the use of the DoRIS portal ("general terms of conditions").
2. The person having the right of disposition commissions the RIS operator with the data processing in connection with the use of the functions of the DoRIS portal, in particular as described under point 1 "Basic functions of the DoRIS portal" of the General Terms and Conditions of Usage (vessel positions, electronic dangerous goods reports and DAVID forms).
3. Commissioned data processing involves the processing of the data specified in Annex I. The data subjects are: Authorised representatives, crew members and passengers.
4. The RIS operator is obligated to comply with the regulations of the respectively applicable Austrian and European data protection law. This includes in particular the following obligations:
 - The RIS operator is obligated to process personal data only on the documented instructions of the person having the right of disposition – also with regard to the transfer of personal data to a third country or an international organisation – unless it is required to do so by the law of the Union or the Member States to which the RIS operator is subject; in such a case, the RIS operator shall notify the person having the right of disposition of these legal requirements prior to the processing, unless the law in question prohibits such notification due to an important public interest. The authorisations or access facilities set out in the Authorisation Declaration and Agreement for person having the right of disposition shall be deemed to be directives from the person having the right of disposition.
 - The RIS operator warrants that the persons authorised to process the personal data have committed themselves to confidentiality or are subject to an appropriate legal duty of confidentiality. In particular, the confidentiality obligation of the persons entrusted with the data processing shall remain in force even after the termination of their activity and their departure from the RIS operator. The obligation of confidentiality must also be observed for data of legal entities and partnerships under commercial law.
 - The RIS operator declares in a legally binding manner that it has taken sufficient security measures within the meaning of Article 32 of the GDPR.
 - The authorised party hereby gives its general consent to the commissioning of further processors in connection with the commissioned processing. The list of additional processors can be found in the data subject information available at <http://www.doris.bmk.gv.at/en/services/river-information-services/ris-in-austria/information-for-affected-persons-regarding-doris-and-eri>. The additional processors listed in the data subject information at the time of signing the present authorisation declaration and user agreement are deemed to have been approved by the authorised party. The RIS operator shall keep the other processors listed there up to date and shall in particular inform the RIS operator of any changes to the other processors. The authorised user will not be notified separately. The authorised representative is therefore obliged to regularly consult the data subject information in order to be informed of any changes. If the authorised user does not agree with the additional processors that have been called in or replaced, the only remedy open to him/her is to stop using the services of the RIS operator under this authorisation declaration and user agreement and to make use of his/her right of revocation at any time.

If the RIS operator uses the services of another processor to carry out certain processing activities of the authorised user, the same data protection obligations as set out in this contract shall be imposed on that other processor by way of a contract. If the further processor does not comply with its

data protection obligations, the RIS operator shall be liable to the authorised user for compliance with the obligations of that further processor.

- The RIS operator is obligated to support the authorised user, where possible, with appropriate technical and organisational measures in fulfilling his or her obligation to respond to requests to exercise the rights of the data subject.
- Weiters verpflichtet sich der RIS Betreiber, unter Berücksichtigung der Art der Verarbeitung und der ihm zur Verfügung stehenden Informationen den Verfügungsberechtigten bei der Einhaltung der in den Artikeln 32 bis 36 DSGVO genannten Pflichten betreffend die Sicherheit personenbezogener Daten zu unterstützen.
- Furthermore, the RIS operator undertakes, considering the nature of the processing and the information available to him, to assist the authorised user in complying with the obligations concerning the security of personal data referred to in Articles 32 to 36 of the GDPR.
- The RIS operator shall provide the authorised user with all necessary information to demonstrate compliance with the obligations set out in this agreement and shall enable and contribute to verifications, including inspections, carried out by the authorised user or another auditor appointed by the authorised user.
- The RIS operator will inform the authorised person without undue delay if it is of the opinion that an instruction violates the GDPR or other applicable data protection provisions.

Annex VII: Information sheet on DoRIS Portal for the aggrieved party

The data and information used within the scope of the inland navigation information service "DoRIS" portal (Danube River Information Services Portal, hereinafter also "DoRIS Portal") are collected by the RIS operator on the basis of the legal mandate under the Waterways Act to operate the federal inland navigation information services (River Information Services - RIS) (Section 10 (1) Z2 to 3 Waterways Act). These data may also constitute personal data within the meaning of the EU General Data Protection Regulation 2016/679 (hereinafter "GDPR").

The controller is responsible and accountable for informing the data subjects (passengers, crew, etc.) about the data processing within the scope of the DoRIS portal. As an aid, the RIS operator provides below information on the processing of personal data within the framework of the DoRIS portal in the form of a template. This template cannot be taken over unchecked and unchanged by the authorised user, but must be checked for correctness and completeness by the authorised user and adapted accordingly. The RIS operator assumes no responsibility or liability for the content of this information sheet and sample.

EXAMPLE

Reference for the aggrieved party

Responsibility

The person responsible under data protection law within the meaning of Art. 4 No. 7 GDPR for personal data processed within the framework of the DoRIS portal is the person authorised to dispose of the respective vessel: [insert name/company name and address] (hereinafter also "authorised party").

Purpose of processing and legal basis

Improving the plannability, tracking of freight transports

Data on the vessel, the position, the route, the planned arrival, the goods transported and the crew are processed for the purposes of being able to better plan and track transports of goods and to reduce travelling and standing times. The processing of this data is based on the legal basis of the legitimate interest (Art. 6 para. 1 lit. f DSGVO) of the authorised party and the logistic users, which is to make the transport of goods more efficient, in particular to be able to better plan and track transports of goods and to reduce travelling and standing times.

Preparation and submission of electronic dangerous goods reports

Data about the ship, the position, the route, the planned arrival, the goods carried and the crew are processed for the purpose of creating and submitting electronic dangerous goods reports. The processing of this data is based on the legal basis of the fulfilment of legal obligations (Art. 6 para. 1 lit. c DSGVO) in connection with the notification of dangerous goods according to the Wasserstraßen-Verkehrsordnung (BGBl. II No. 289/2011 as amended) as well as the ADN (BGBl. III No. 67/2008) or the legitimate interest (Art. 6 para. 1 lit. f GDPR) of the authorised party to simplify and make more efficient the creation and submission of such notifications.

Support with the implementation of notifications

Data about the ship, the position, the route, the planned arrival, the transported goods and the crew are processed for the purpose of creating electronic dangerous goods reports. The processing of this data is based on the legal basis of the fulfilment of legal obligations (Art. 6 para. 1 lit. c GDPR) in connection with the fulfilment of other reporting obligations (e.g. submission of DAVID forms) or the legitimate interest (Art. 6 para. 1 lit. f GDPR) of the authorised party to simplify and make the creation of such reports more efficient.

Recipients of the transmission

via donau - Österreichische Wasserstraßen-Gesellschaft mbH, Donau-City-Straße 1, 1220 Vienna, office@viadonau.org, processes the data on behalf of the authorised party as a processor within the meaning of Art. 4 Z. 8 GDPR.

The data will also be disclosed to the following recipients depending on the context:

- bmk – Navigation Surveillance
- Domestic and foreign authorities (e.g. the Waterways and Shipping Administration)
- Logistics users with access rights (ship or fleet operators, port operators, terminal operators, berth operators, forwarders and shippers (consignors and consignees)).

In the event that data is transferred to a country outside of the EEA (e.g. to logistical users outside of the EEA), the controller shall ensure the legality of such data transfers and inform the data subjects accordingly.

Data origin

The authorised party receives the data from via donau - Österreichische Wasserstraßen-Gesellschaft mbH and, if applicable, from other foreign authorities or authorised companies that collect these data on the basis of a legal mandate in the context of the operation of River Information Services (RIS) and process them in accordance with the applicable laws.

Duration of data storage

The data is stored for 15 months from receipt or collection, after which it is anonymised.

Rights of the aggrieved party

The GDPR grants affected persons certain rights vis-à-vis the controller. These rights complement each other, so that data subjects can only request either the correction or completion of the data or its deletion.

1. Right to information:

Affected persons may request information on the origin, the categories, the storage period, the recipients, the purpose of the data processed about them by the controller and the nature of their processing.

2. Right of rectification and deletion

If the data controller processes data relating to the affected persons that is incorrect or incomplete, the affected persons may request that it be corrected or completed. Affected persons may also request the deletion of unlawfully processed data.

3. Right to restrict processing

If it is unclear whether the data processed about the affected person are inaccurate or incomplete or are being processed unlawfully, the affected persons may request the restriction of the processing of their data until this question is finally clarified.

4. Right of objection

Even if the personal data of the affected persons are correct and complete and are processed lawfully by the controller, the affected persons can object to the processing of these data. However, this is only possible in special situations that must be justified by the data subjects.

5. Right to data portability

Affected persons may, in certain circumstances, request that the controller provide them with the data processed about them in a structured, commonly used and machine-readable format from the controller and transfer this data directly to a third party.

6. Right of appeal

Finally, affected persons are entitled to lodge a complaint with the data protection authority if they believe that the processing of personal data concerning them violates the GDPR.

Who can be contacted by affected persons to assert their data protection rights?

To exercise the aforementioned rights, data subjects may use the contact details mentioned above under "Responsibility".