**Request to grant access to and use of the ISP Customer Portal**
(the “Request”)

**Customer:**

|  |  |
| --- | --- |
| Business name\* / Name and surname\*\*: |  |
| Registered office\* / Permanent address\*\*: |  |
| Incorporated in the Companies/Trades Register\*: |  |
| Type and number of identity document\*\*: |  |
| Company ID No.: |  |
| Tax ID No.: |  |
| VAT ID No.: |  |
| Represented by: |  |
| e-mail: |  |

To be completed by an \*entrepreneur /\*\*non-entrepreneur

By signing this Request, the Customer requests the grant of access to and use of the ISP Customer Portal either by himself or by the below named employees of the Customer, who will be authorised to conduct the Customer's communication with the Carrier via the ISP Customer Portal, for the purpose of (*indicate ⮽ in the appropriate column)*:

|  |  |  |
| --- | --- | --- |
| 1 | [ ]  | having access to the Carrier’s regulations and tariffs |
| 2 |[ ]  concluding and performing Contracts of Carriage – Electronic consignment note  |
| 3 | [ ]  | concluding Freight Orders – Electronic Freight Order |
| 4 | [ ]  | tracking the position of wagons and/or shipments (chargeable service on the basis of a concluded Freight Procurement Contract) |

and, at the same time, confirms that he accepts the General Terms and Conditions of Access to and Use of the ISP Customer Portal.

**Employees of the Customer who will be authorised to conduct the Customer’s communication with the Carrier through the ISP Customer Portal:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name and surname** | **Phone/fax:** | **e-mail** | **Purpose** |
| **1** | **2** | **3** | **4** |
|  |  |  | [ ]  | [ ]  | [ ]  | [ ]  |
|  |  |  | [ ]  | [ ]  | [ ]  | [ ]  |
|  |  |  | [ ]  | [ ]  | [ ]  | [ ]  |
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|  |  |  | [ ]  | [ ]  | [ ]  | [ ]  |
|  |  |  | [ ]  | [ ]  | [ ]  | [ ]  |

By signing this Request, the Customer agrees and accepts that legal acts, including Contracts of Carriage/Freight Orders made/concluded through the ISP Customer Portal, shall, under Section 40(4) of the Civil Code, be considered legal acts made/concluded in writing.

The Carrier, as the controller under the GDPR, hereby informs the Customer - a natural person (the “**Data Subject**”) - that the processing of the personal data disclosed is necessary for the performance of the respective contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into the respective contract under Article 6(1)(b) of the GDPR. The personal data of the Data Subject will also be used to grant access to the ISP Customer Portal operated by the Carrier. The Data Subject is obliged to provide personal data because in the event of failure to provide them, the respective contractual relationship or steps prior to entering into the respective contract will not be established or taken. Personal information may be disclosed to the following recipients: VSL Software, a.s., Lomená 8, 040 01 Košice, Slovak Republic. Besides, the Data Subject acknowledges that the notification obligations and other facts about the processing of personal data are contained in a document titled “The Privacy Policy of Železničná spoločnosť Cargo Slovakia, a.s.”, which is published on the Carrier’s website [www.zscargo.sk/oou](http://www.zscargo.sk/oou), in particular in the “Contract” article Personal Data Filing System.

The Customer acknowledges that the meanings of the above capitalised terms are defined in the attached General Terms and Conditions of Access to and Use of the ISP Customer Portal.

**General Terms and Conditions of Access to and Use of the ISP Customer Portal (the “Terms and Conditions”)**

**Article 1 - Definitions of basic terms**

**Carrier** – Železničná spoločnosť Cargo Slovakia, a.s., having its registered office at Tomášikova 28B, 821 01 Bratislava, Slovak Republic, incorporated in the Companies Register of the Bratislava I District Court, Section: Sa, File No.: 3496/B, Company ID No.: 35 914 921.

**GDPR** – 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)

**Civil Code** – Act No. 40/1964 Coll., the Civil Code, as amended.

**Commercial Code** – Act No. 513/1991 Coll., the Commercial Code, as amended.

**Freight Order** – the consignor’s request to provide a wagon for the shipment specified in the order confirmed by the consignor and the Carrier in the manner and under the conditions set out in the Rail Freight Regulations.

**Business Day** – a day other than a Saturday, Sunday, public holiday or day of rest in the Slovak Republic.

**Contract of Carriage** – a contract for the carriage of goods (items) made between the Carrier and the Customer as the consignor in accordance with the Commercial Code and the Rail Freight Regulations, which contract the Customer has concluded with the Carrier through the electronic system ISP Customer Portal upon the terms and subject to the conditions set forth in the User's Guide and the Rail Freight Regulations.

**Freight Procurement Contract** – a contract made between the Carrier and the Customer the subject matter of which is constituted by the performance of the agreed freight procurement operations by the Carrier for and/or on behalf of the Customer, which operations are related to the carriage of goods (items).

**Operator** – a third party providing the respective communication services (internet), mainly for the purpose of ensuring a connection to the ISP Customer Portal and/or sending and receipt of e-mail messages according to the Request.

**Login Password** – an authentication alphanumeric string enabling the Customer to log in to the ISP Customer Portal. The Login Password must be at least 10 characters long. It is recommended that the Customer change the initial Login Password immediately after logging in to the ISP Customer Portal for the first time and that such password be a combination of upper and lower-case letters, digits and special characters.

**Login Name –** a unique login name of the Customer enabling the Customer to log in to the ISP Customer Portal. The Login Name will be determined and notified by the Carrier to the Customer.

**User's Guide** – a manual for work in the ISP Customer Portal that the Carrier will provide and make available to the Customer, and which stipulates the rules of Customers’ use of the ISP Customer Portal.

**Customer** – the carrier and/or the customer in accordance with the Rail Freight Regulations and the customer under the Freight Procurement Contract.

**ISP Customer Portal** – application on the website [www.zscargo.sk](http://www.zscargo.sk), which enables the Customer to have access to data from the Carrier's information systems under and in accordance with this Request and the User's Guide.

**Rail Freight Regulations –** the Rail Freight Regulations of Železničná spoločnosť Cargo Slovakia, a.s., as amended.

**Article 2 - Specification and conditions of access to and use of the ISP Customer Portal**

1. The Customer shall deliver a signed Request to the Carrier in person, by post or courier service at the address:

Železničná spoločnosť Cargo Slovakia, a.s.

Trade Division, Sales Support Section

Customer Service

Puškinova 3

040 01 Košice

Slovak Republic

1. Based on the Customer’s Request, the Carrier will establish access to the ISP Customer Portal for the Customer by assigning the necessary identification data. To this end, the Carrier will assign the Customer a Login Name and a Login Password within three (3) Business Days of receipt of the Request, except as provided in Article 2.6. h) of the Terms and Conditions.
2. Based on the Login Name and Login Password, the Carrier will make the ISP Customer Portal available to the Customer for the purpose stated in the Request.
3. The Customer may request the Carrier in writing to make changes in the access rights for the employees of the Customer who are authorised to conduct the Customer’s communications via the ISP Customer Portal. The Customer shall deliver such request to the Carrier in person, by post or courier service at the address mentioned in Article 2.1 of the Terms and Conditions, or by e-mail to the following e-mail address: infoservis@zscargo.sk.
4. Rights and obligations of the Customer:

(a) the Customer declares that it has access to the e-mail addresses specified in the Request;

(b) by signing the Request, the Customer declares that when using the ISP Customer Portal, it will proceed in accordance with the provisions of these Terms and Conditions and the User's Guide;

(c) the Customer undertakes to ensure confidentiality of the Login Name and the Login Password, protect them and take all the necessary measures to prevent them from being lost, stolen or abused by an unauthorised person;

(d) the Customer undertakes, in the event of the Login Name and/or the Login Password being lost or if, for whatever reason, the Customer believes that its Login Name and Login Password may be or may have been abused, to inform the Customer accordingly in writing without undue delay;

(e) The Customer is obliged to provide the Carrier only with accurate and complete personal data, and in the event that they change, it shall promptly notify the Carrier of the updated data.

2.6 Rights and obligations of the Carrier:

1. the Carrier undertakes to send the User’s Guide to the Customer, within three (3) Business Days after the establishment of the access, at the latter’s e-mail address stated in the Request, and to make the current version of the User's Guide available to the Customer in the ISP Customer Portal for the duration of the access. The Carrier may unilaterally amend the wording of the User’s Guide, even without the consent of the Customer.
2. the Carrier may, in case of any doubts as to the abuse of the Login Name and/or Login Password, block the Login Name and the Login Password even without the request of the Customer. The Carrier will inform the Customer accordingly without undue delay.
3. is not liable for any incorrect procedure or improper handling by the Customer when using the ISP Customer Portal;
4. undertakes to ensure the mode of continuous operation of the ISP Customer Portal in the manner specified herein and in the User’s Guide, except in the cases of necessary maintenance and unforeseeable technical failures of the system;
5. undertakes, in the case of blocking the assigned Login Name and/or the Login Password, to proceed according to the User’s Guide;
6. undertakes to restore the Customer’s access to the ISP Customer Portal without undue delay, but not later than three (3) Business Days after the reasons for its blocking cease to exist, and to inform the Customer accordingly without delay;
7. the Carrier is not obliged, based on this Request, to automatically conclude a Contract of Carriage / Freight Order with the Customer, but the conclusion and performance of a Contract of Carriage / Freight Order shall be fully governed by the provisions of the Rail Freight Regulations;
8. the Carrier may refuse to establish the Customer’s access for the purpose of tracking the position of wagons and/or shipments if the Customer has not concluded a Freight Procurement Contract with the Carrier.
9. The conclusion and performance of Contracts of Carriage / Freight Orders shall be fully governed by the provisions of the Rail Freight Regulations.
10. The Customer acknowledges that logging into the ISP Customer Portal will take place through the Operator providing the respective communication services, and the Carrier is not liable for any damage caused by technical failures on the Operator’s part nor for any damage incurred due to changes in and/or termination of the legal relationships between the Customer and the Operator.
11. The actions of the employees of the Customer who are authorised to conduct the Customer’s communication via the ISP Customer Portal shall be deemed the actions of the Customer itself or authorised actions on behalf of the Customer in concluding and performing deals (Contracts of Carriage / Freight Orders, Freight Procurement Contracts) through the ISP Customer Portal.
12. If the Customer breaches any of the obligations laid down in these Terms and Conditions and/or in the User’s Guide, the Carrier is not liable for any damage thus incurred by the Customer. Nor is the Carrier liable for any other damage incurred by the Customer as a result of breach of its obligations under these Terms and Conditions or any damage arising from the improper handling of the Login Name and/or the Login Password, or in connection with the improper use of the ISP Customer Portal contrary to the User’s Guide.
13. The Customer may request the Carrier to cancel its access to the ISP Customer Portal. The Carrier will terminate the Customer's access to the ISP Customer Portal upon its written request within three (3) Business Days of receipt of such request. The Customer shall deliver the access cancellation request to the Carrier in person, by post or express courier service at the latter’s address stated in Article 2.1 of the Terms and Conditions.

**Article 3 - Changes to and validity of the Terms and Conditions**

1. The Carrier may unilaterally change these Terms and Conditions. Any changes to the Terms and Conditions shall be notified by the Carrier to the Customer’s e-mail address stated in the Request not later than 15 Business Days prior to the effective date of such changes. Unless the Customer accepts the changes made to the Terms and Conditions, it may request that its access to the ISP Customer Portal be cancelled pursuant to Article 2.11 hereof.
2. The Terms and Conditions form an integral part of the Request.

In ....................... , on ......................

 **Customer**

*(If the Customer is not a natural person, it is necessary to state not only the Customer's business name, but also the names of the persons authorised to sign for and on behalf of the Customer in accordance with the procedure specified in the relevant register, and to attach their signatures)*