

Hutchison Ports Australia Portal Terms of Use

1. Terms of use

These terms of use govern your use of the Hutchison Ports Australia Portal currently located at <https://www.hpaportal.com.au/>. By using our portal, you agree to be bound by these terms of use.

In these terms of use, a reference to “we” and “us” means Hutchison Ports Australia Pty Ltd (HPA). A reference to “you” or “your” in these terms of use is a reference to any person accessing, reviewing or using our portal.

We reserve the right to not provide you with access to our portal at any time for reasons including but not limited to a breach of these terms of use, a breach of the HPA Terminal Carrier Access Terms and Conditions, or if you are in default in respect of any payment due and payable to HPA (including non-payment of the Portal Fee outlined in clause 5) irrespective of any relevant set-off or counter-claim that you may have.

2. Use of information from our portal

You may only use our portal for the purpose of accessing information relating to the exchange of containers at a HPA terminal. Any use by you of our portal other than, or in addition to, that purpose is prohibited. Copying or re-distribution of the information available on our portal is expressly prohibited.

We will collect, store and use any information collected via our portal which is “personal information” within the meaning of the *Privacy Act 1988* (Cth) (**Privacy Act**) in accordance with the Privacy Act. You acknowledge and agree to comply with the Privacy Act when using our portal or any information collected via our portal which is “personal information” within the meaning of the Privacy Act.

3. Security

HPA will take reasonable steps to ensure the security and confidentiality of information that you submit via the our portal. However, we cannot guarantee against any loss, damage, alteration or misuse of the content or material and will not be responsible for any liability that you or any other person may suffer in connection with any loss, damage, alteration or misuse of information provided via our portal except to the extent such liability is caused or contributed by an act or omission or willful misconduct by HPA.

4. Information change and currency

The information on our portal can change and although we attempt to ensure that the content is current at the date specified for that content, we do not guarantee its currency.

5. Portal fee

You acknowledge that an annual fee determined at our sole discretion will be charged for the use of certain functions on our portal (**Portal Fee**) and agree to pay the Portal Fee in accordance with an annual billing cycle specified by HPA.

HPA reserves the right to change the date of the annual billing cycle. If HPA changes the date of the annual billing cycle, HPA will adjust the Portal Fee paid by you on a pro-rata basis.

6. **Limit of liability**

To the maximum extent permitted by law, we have no liability to you or anyone else for any loss, expense, claim or damage of any kind (however caused, including by negligence) arising from or in any way in connection with the use, construction or interpretation of, or the reliance upon our portal or any of the content on our portal even if we have been advised of the possibility of such loss or damage, or such loss or damage was reasonably foreseeable, except to the extent such loss, expense, claim or damage was caused by HPA. This includes, but is not limited to, the transmission of any computer viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer and other IT systems.

We will not be liable to you for any indirect, incidental, special or consequential loss arising from or in any way in connection with your use of our portal, including loss of business profits.

While we make every reasonable effort to ensure that the content on this site is correct, we make no warranties or representations regarding the quality, accuracy, completeness or suitability for purpose of any content on our portal.

7. **Intellectual property rights**

Unless otherwise expressly indicated, intellectual property rights and copyright subsisting in any content on our portal is owned by HPA. Other than for the purposes of and subject to the conditions prescribed under the *Copyright Act 1968* (Cth), no part of any content on our portal may in any form or by any means be reproduced, adapted, stored or transmitted without the prior written permission of HPA. We reserve all other rights.

HUTCHISON is a registered trademark owned by companies within the CK Hutchison Group. Other names and marks appearing on the website may be trademarks of their respective owners.

The content on our portal may contain links to other websites. We do not necessarily sponsor, endorse, or approve of any material on such sites or the operation of such sites. We make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any content on other websites to which any content on our portal is linked.

8. **Changes in these terms**

From time to time, we may vary these terms of use. We will provide you with notice of any changes to these terms of use by publication of a notice on our portal. Any changes to these terms of use will come into effect when you first use our portal following publication of this variation notice.