

## Terms and Conditions

By accessing the website MyMSC.com, you agree to be bound by the following terms and conditions which includes the Data Privacy Policy ("Terms"). You understand, agree and acknowledge that these Terms constitute a legally binding agreement and that your use of MyMSC.com indicates your conclusive acceptance of this agreement.

You acknowledge and agree that MyMSC.com contains proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. Materials on this website may not be modified or publicly displayed, distributed or used for purposes other than the intended purpose.

You understand and agree that your use of MyMSC.com is entirely at your own risk. MSC Mediterranean Shipping Company SA (MSC) does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of MyMSC.com. While MSC has exercised its reasonable endeavours to ensure the information, content and materials provided are accurate, errors can occur and information, content and materials may become outdated; therefore we strongly recommend that you check items critical to you by contacting your local MSC agency for confirmation and/or recheck the information, content or materials on this website just before booking.

We do not warrant or offer any assurances that the website is compatible with your computer equipment or network through which access to the website is gained or that the use of the website will not lead to viruses or similar destructive software. You are responsible for ensuring that your own equipment has appropriate security and virus protection features. You are responsible for configuring your information technology, computer programmes and platform to access this website.

We do not guarantee that this website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of this website for business and operational reasons.

If you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and not disclose it to any third party and must only use it for the intended purpose.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect any unauthorized or fraudulent use of identification code or password, you must promptly notify us.

You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any breach of this provision to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the

event of such a breach, your right to use this website will cease immediately.

We and any of our subsidiaries or affiliates shall in no event be liable for any indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not we have been advised of or should have been aware of the possibility of such damages.

We reserve the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted and your continued use of MyMSC.com after any changes to Terms will signify your agreement to be bound by them.

### **Data Privacy Policy**

The present Data Privacy Policy ("Policy") forms part of the Terms. For the purpose of the Policy, the following definitions apply:

"Personal Data" means any information relating to an identified or identifiable natural person. A natural person is identifiable by taking into account all the means reasonably likely to be used, such as singling out, either by the Data Controller or by another person to identify the natural person directly or indirectly.

"Data Controller" means the natural or legal person which determines the purposes and means of the processing of Personal Data.

MSC is committed, as Data Controller, to protect your Personal Data when using MyMSC.com.

Your Personal Data will be collected and processed for the time necessary to provide you with the requested service accessible through MyMSC.com. Only authorized personnel of MSC will have access to your Personal Data.

The Personal Data generally collected and processed include but may not be limited to:

- your contact details which include your first and last name, phone number, and postal address;
- your company name;
- your email address;
- your booking number; and
- your container number.

You acknowledge to have been informed that certain of the recipients of your Personal Data are located

in countries which may not have the same level of protection as provided by your applicable data privacy law.

You have the right to access and rectify any Personal Data about you via MyMSC.com, where available, or by sending a request to: [CH001-data.protection@msc.com](mailto:CH001-data.protection@msc.com).

For legitimate grounds, you may in addition oppose to the processing of your data. In this case, you are aware that your booking could be rejected for lack of relevant information.