

Rules of the use of electronic terminal service scheduling and administration system

General clauses

1. Rules of the use of the electronic terminal service scheduling and administration system (hereinafter referred to as the **ETSSAS Rules**) establish the terms and conditions of the use of the electronic terminal service scheduling and administration system (hereinafter referred to as the **ETSSAS**) administered by Klaipėdos nafta AB (hereinafter referred to as the **Operator**); rights, duties and responsibilities of ETSSAS users (hereinafter referred to as the **User**) and of the Operator.
2. For the purpose of the ETSSAS rules, the Terminal shall be understood as a set of energy facilities and equipment managed by the Operator, including a floating LNG storage facility with regasification unit, through which liquefied natural gas (hereinafter – **LNG**) is imported into the Republic of Lithuania and through which the Terminal services (hereinafter – **Terminal**) stated in Regulations for use of the LNG terminal (hereinafter – **Regulations**) are provided.

Granting the right to use the ETSSAS

3. The User is entitled to use the ETSSAS upon signing the agreement on the use of the electronic terminal service scheduling and administration system (hereinafter referred to as **the Agreement**).
4. A person who intends to sign the Agreement and to use the ETSSAS must be acquainted with the ETSSAS Rules and submit an application for access to the ETSSAS to the Operator in the form provided in the ETSSAS Rules.
5. Only a person holding a valid contract with the Operator on the use of the LNG terminal can become a User.
6. The Operator provides the User with unique login details (username and temporary password), which entitle the User's authorized persons to log in to the ETSSAS. During the first login to the ETSSAS, each authorized person of the User must change the temporary password provided by the Operator into a new unique password unknown to third parties consisting of at least 8 characters: capital and lowercase letters, numbers and other special signs. The access granted by the Operator to the User is active during the period of validity of the Special Provisions to Terminal User's Contract.

Personal data protection

7. The Operator providing Terminal Services, granting access to ETSSAS, and managing access to its information resources, taking care of the proper cyber security of these resources and protection of information contained in ETSSAS process the following personal data of the Users:
 - a) First name,
 - b) Surname
 - c) Email address.
 - d) phone number.
 - e) Signature.
 - f) Date and time of visit to the ETSSAS portal or use of the information portal.
 - g) IP address.
8. The basis for the processing of personal data is Article 6(1)(c) of the European Parliament and Council Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data and repealing the Directive 95/46/EB (hereinafter referred to as "General Data Protection Regulation" or "GDPR"), where processing of personal data is necessary for the purposes of the legal obligation imposed on the

data controller in accordance with Table 1 of the Technical Security Requirements for Cybersecurity Entities (approved by the Government Resolution No 1209 of 5 December 2018) (point 5.3.2.)

9. The data referred to in points (a), (b), (c), (d), (e) shall be retained for 3 years after the withdrawal of access to the ETSSAS. The data referred to in points (f) and (g) shall be stored for up to 3 years after the liquidation of the information system (recorded information or cybersecurity incidents and their investigations in accordance with the Operator Documentation Plan), 6 months or after the final decision has been taken following the completion of the law enforcement investigation process.
10. User personal data processed on the basis of a ETSSAS Agreement shall not be transferred to other data controllers or processors.
11. The controller of the processed personal data is Klaipėdos nafta AB, business ID 110648893, address: Burių g. 19, LT-91003, Klaipėda, tel.No.: +370 46 391 772, email: info@kn.lt.
12. Rights of data subjects (Users) related to the processing of the following data:
 - a. to be aware (informed) of the processing of their personal data (Articles 12 to 14 of the GDPR);
 - b. access to personal data processed (Article 15 of the GDPR)
 - c. require the correction of inaccurate personal data relating to him (Article 16 of the GDPR);
 - d. to limit data processing (Article 18 of the GDPR);
 - e. disagree with automated decision-making (Article 22 GDPR);
 - f. to lodge a complaint with the State Data Protection Inspectorate (L. Sapiega str. 17, 10312 Vilnius, tel. (8 5) 271 2804, 279 1445, e-mail ada@ada.lt);
 - g. consult the person responsible for the protection of personal data on e-mail dpo@kn.lt, tel. (8 46) 297 009
13. Personal data are obtained directly from data subjects (Users).

ETSSAS services provided

14. ETSSAS enables the Users to use the following services (hereinafter referred to as the Services):
 - a. Inputting requested annual service schedules;
 - b. Inputting requested monthly service schedules;
 - c. Placing and/or amending 24-hour regasification orders;
 - d. Placing loading or reloading orders;
 - e. Comment module enables submitting comments and receiving messages from the Operator.

User's rights and duties

15. The User has the right to use the ETSSAS during the validity term of the Agreement in compliance with the requirements established in the ETSSAS Rules and the Agreement.
16. In case the User loses the existing password during the validity of the Agreement, User has the right to apply in writing to the Operator for a provision of new temporary password. The request shall be submitted by email to the Operator's email address provided in the Agreement. The Operator shall provide a new temporary password to the User by sending it to the email address specified in the Agreement no later than within 3 working days from the date of receipt of the User's request.
17. The User undertakes an obligation to take all organisational, physical, technical and other measures preventing direct or indirect disclosure of login details which belongs to the User and ensure that no conditions exist for login details to be known to third parties, i. e. other persons who are not authorized by the User to log in the ETSSAS. The User is held responsible for all consequences originated to insufficient protection of login details and/or their loss and/or damage caused while being logged on to the ETSSAS on behalf of the User. The User undertakes an obligation to immediately notice the Operator in writing in case of a loss or disclosure of login details to third parties or if there is a risk that such details may be or have been disclosed. In such event, the Operator has the right to suspend access to the ETSSAS and provision of Services to the User until a new temporary password is granted to the User or his authorized persons.

18. The User is responsible of and shall arrange for all hardware and other equipment needed for login to the ETSSAS, their technical condition and software, communication services and means, protection of sent data, login details and other means or services that may be needed to use the ETSSAS properly.
19. Services will be provided to the User on the terms and conditions, as stated in the Regulations, contract for use of the liquefied natural gas terminal (Annex No. 6 of the Regulations) or Inter Use terminal contract (Annex No. 1 of the Regulations) (hereinafter referred to as the Contracts concluded based on the Regulations). If technical functionality of the ETSSAS or system errors make the possibility to use of the ETSSAS or Services in contradiction to the Regulations or the Agreements concluded based on of the Regulations (e.g. to provide information within the terms other than specified in the Regulations or the Agreements concluded based on of the Regulations), the User must follow the provisions of Regulations or the Agreements concluded based on of the Regulations. The Operator informs the User if it is discovered that the User seeks to use the Services in contradiction to the Regulations or the Agreements concluded based on the Regulations. The Operator has the right to suspend the User's access to the ETSSAS and the provision of the Services after determining that the User or his authorized persons act in the abovementioned manner. The User shall be liable and indemnify the Operator or third parties for the losses caused by such actions.
20. The ETSSAS Rules or the Agreement do not eliminate the User's right to use the Terminal services and to submit notices related to the latter services or their scheduling or other data by other methods specified in the Regulations or the Agreements concluded based on the Regulations. If use of the ETSSAS Services or/and submission of notices or other data via ETSSAS is impossible, the User must submit notices and/or other data properly and timely using other methods of information provision stated in the Regulations and the Agreements concluded based on of the Regulations. The Operator is not held responsible for any consequences of failure to submit such data or delayed provision of it, if data could be provided by any other method specified in the Regulations or the Agreements concluded based on the Regulations.
21. When using the ETSSAS, the User must provide accurate and correct information in compliance with the provisions of the Regulations. If the User notices that false or incorrect information was provided, User must immediately inform in writing the Operator and request for correction of inaccuracies. Responsibility and risk for provision of inaccurate or false information belongs to the User.
22. The operator shall have the right to stop or suspend the User's access to the ETSSAS only in the cases provided in the ETSSAS Rules and the Agreement. If the Operator renews the User's access after the expiration of the period of stop or suspension of ETSSAS access, the User still fails to login to the ETSSAS, the User must immediately notify the Operator about such an event by the following emails addresses: paslaugos@kn.lt and sgdt.dispecerine@kn.lt. The operator shall not be liable for any loss incurred by the User due to non-compliance or improper compliance with the obligation to inform the Operator.

Rights and duties of the Operator

23. Following the procedure stipulated in the ETSSAS Rules and the Agreement, the Operator provides the User with the right to use the Services.
24. The Operator seeks to ensure uninterrupted operation of the ETSSAS. The Operator is not held responsible for any unavailability of the ETSSAS for the User because of faults in telecommunications networks, through the fault of companies providing telecommunications services or other third parties.
25. The Operator has the right to suspend User's access to the ETSSAS and provision of Services to the User following several attempts to log in by using incorrect password in the name of the User or there is ground to believe that other unauthorised persons might be using the User's name or other actions harmful to the User, Operator, third parties or ETSSAS might be carried out. The Operator shall inform the User about such suspension immediately to the email address specified in the Agreement.
26. The Operator has the right, without any prior notice, to upgrade or modify the system and/or its functionality, including the supplementation or amendment of the list of Services specified in Paragraph 0 of the ETSSAS Rules, to set or change the requirements for technical means, communications, software or other requirements applied to the User. The Operator has the right to

suspend use of the ETSSAS when needed for carrying out system maintenance, update, modification, or eliminating faults, errors.

27. The Operator has the right to terminate ETSSAS operations upon 7 calendar days' prior notice to the User.

Final provisions

28. If any provision of the ETSSAS or the Agreement contradicts the Regulations or the Agreements concluded based on the Regulations, the provisions of the Regulations or the Agreements concluded based on the Regulations shall be applied.
29. The Operator has the right to amend all or any ETSSAS Rules unilaterally upon at least 14 calendar days prior notice before the future amendments of the ETSSAS Rules. If the User does not agree on the amendments made, User has the right to terminate the Agreement upon at least 3 working days prior notice to the Operator.
30. Any complaints and disputes regarding actions or omission of the Operator or the User using the ETSSAS shall be settled through mutual agreement. In case of failure to reach a mutual agreement, disputes shall be settled in courts of the Republic of Lithuania following the procedure established in legal acts of the Republic of Lithuania.
31. The Operator publishes the ETSSAS Rules as well as amendments or additions of the ETSSAS Rules on Operator's website.

APPLICATION FOR ACCESS TO THE ETSSAS

Date

Access is provided and cancelled upon a request sent by email to: info@kn.lt

Terminal User:	
Terminal User's authorized person forename and surname:	
Email address of the Terminal User's authorized person:	
Phone number of the Terminal User's authorized person:	
Access period (if fixed term):	
Terminal User's details, to which access is requested (tick appropriate):	<input type="checkbox"/> Placing and editing schedules and regasification orders <input type="checkbox"/> Review of schedules and regasification orders

We inform you that by granting access to the ETSSAS, we process the personal data specified in the application for the purpose of managing and administering access to information resources, in accordance with the legal obligation applicable to us, on the basis of Article 6(1)(c) of the GDPR. We keep this data for 3 years after the removal of access to the ETSSAS.

The controller is AB KLAIPĖDA NAFTA, company code 110648893, address: Klaipėda m. sav. Klaipėda m. Burių g. 19, tel.: (8-46) 391 772, email: info@kn.lt

Your fundamental rights as a data subject are: to be informed about the processing of your personal data and to have access to your personal data, which we process and store as the controller of the data provided in the access request; to require rectification of inaccurate personal data or to restrict the processing of your personal data; to complain to the State Data Protection Inspectorate about the improper processing of personal data.

In case of questions about your personal data processed by us, you can consult the person responsible for personal data protection by phone +370 46 297 009 or e-mail dpo@kn.lt.

Full name, signature