

## GENERAL TERMS AND CONDITIONS

### USER WEB PORTAL

#### 1. PURPOSE

The General Terms and Conditions described below regulate the use of the User Web Portal of TCP - Terminal de Contêineres de Paranaguá S.A., hereinafter referred to as TCP WEB PORTAL.

#### 2. SCOPE

All Users who have access to the TCP WEB PORTAL through individual access, regardless of the performance of any specific operation.

#### 3. DEFINITIONS

##### 3.1. GENERAL TERMS AND CONDITIONS and/or TERM

Rules set forth for the use of the TCP WEB PORTAL.

##### 3.2. USER

It is any individual who has access to the TCP WEB PORTAL through the electronic address <https://portal.tcp.com.br> or any means of integration, provided by TCP, for operations as a legal entity representative, regardless of the performance of any specific service or operation.

##### 3.3. ADMIN USER

It is the Users linked to a legal entity with management powers, recommended when the first registration on the TCP WEB PORTAL, responsible for updating information, link information between companies, designating and managing users that are linked to a legal entity, among other administrative and communication functions.

##### 3.4. SERVICES

On the TCP WEB PORTAL general query, pre-stacking, scheduling, shipping and billing services, among others, will be made available at TCP's sole discretion, which can be used and/or contracted directly by the Users.

##### 3.5. CONFIDENTIAL INFORMATION

All those contained on the TCP WEB PORTAL that are protected by intellectual or industrial property rights, trade secret, as well as any and all information that may be accessed through TCP WEB PORTAL that could not be obtained by other legal means.

#### 4. PROVISIONS

##### 4.1. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

4.1.1. These GENERAL TERMS AND CONDITIONS consolidate the duties and precautions to be observed, the Users' good faith commitment, in addition to the definition of responsibilities of the parties.

4.1.2 The Users' adhesion to this GENERAL TERMS AND CONDITIONS shall occur via electronic acceptance, through the Users' login and individual password on the TCP WEB PORTAL

database.

4.1.2.1 The Users shall agree with the GENERAL TERMS AND CONDITIONS when performing the initial registration on the TCP WEB PORTAL. When browsing through the TCP WEB PORTAL, the User unequivocally accept all the GENERAL TERMS AND CONDITIONS in force, and they shall check them prior to each access.

4.1.3 In the event the Users do not agree with these GENERAL TERMS AND CONDITIONS, they shall refrain from using any of the features of the TCP WEB PORTAL.

##### 4.2. PROVISIONS FOR ACCESS

4.2.1 TCP identifies the frequency of queries and operations carried out by the Users through the combination that constitutes their digital identity, which is characterized by the association of a login (CPF [Individual Tax ID]) and password, which is created through an individual, unique and exclusive link with CPF/MF.

4.2.2 The Users recognize the digital identity as valid medium used by TCP that allows their individual and unique identification on the TCP WEB PORTAL.

4.2.3 The Users represent that their digital identity is individual, for exclusive and non-transferable use, and shall be responsible for protecting it and keeping it confidential, and may not assign it, transfer it or in any other way give access to third parties, under any circumstances.

4.2.4 All access to the TCP WEB PORTAL gained after the Users have successfully authenticated will be interpreted by them for all legal purposes. The Users are personally responsible for the accesses and operations carried out on the TCP WEB PORTAL under their digital identity, including those possibly derived from improper use or disclosure of the digital identity component to third parties.

4.2.5 The Users assume all responsibility for the acts, authorizations, contracts, transactions, requests, revocations and other possible interactions through the TCP WEB PORTAL.

4.2.6 In the event of robbery theft, larceny, loss, misplacement or suspicion that unauthorized third parties have the possibility to use and/or have used their digital identity by any means, the Users shall immediately report it to TCP.

4.2.7 As a result of any of the events listed in the items in Section 4.2.6, above, TCP will immediately cancel the digital identity components, and may provide a new form of identification, at its exclusive discretion according to internal analyzes.

4.2.8 The Users acknowledge that their digital identity is linked to the legal person(s) registered on the TCP WEB PORTAL. Thus, the Users are held liable, in case of revocation of powers of representation before the legal entity to which they are linked, to report to the Administrator User and to abstain immediately from any improper access.

4.2.8.1 The Administrator User shall manage the Users linked to the legal entity registered with the TCP WEB PORTAL and the latter shall proceed with the immediate cancellation of those who are no longer authorized for access.

4.2.8.2 Even if TPC may be given a notice, in no event TCP shall be responsible for the exclusion of the link between the Users and the legal entities registered on the TCP WEB PORTAL, as well as for any operations carried out by the Users without effective powers of representation, the Administrator User and the legal entity shall be held accountable for it.

### 4.3. SERVICES

4.3.1 The Users represent that they are aware that the operations carried out by the Users on the TCP WEB PORTAL will be charged in accordance with the Public Price Schedule in force, which can be checked at "<https://www.tcp.com.br/>", unless the parties have agreed in writing to another rate schedule.

4.3.2 The users shall check that the desired operation has been carried out successfully and, if not, contact TCP to perform them through the service channels, as well as in case of system failures or unavailability.

### TERMS OF USE

4.4.1. The Users shall use the TCP WEB PORTAL in accordance with all the recommendations given by TCP, and the Users shall not:

- i. Act in bad faith or outside the definitions of these GENERAL TERMS AND CONDITIONS, as well as register illegitimate, simulated or falsified information of registration data, contacts or requests on the TCP WEB PORTAL.
- ii. Violate any law, statute, decree or regulation, or otherwise breach any agreement to which the Users or who they represent is considered one of the parties involved.
- iii. Publish or otherwise make available harmful, fraudulent, deceptive, threatening, abusive, tortious, defamatory, vulgar, obscene or otherwise objectionable content.
- iv. Send malicious software to the TCP WEB PORTAL or handle technological functionality to cause damage to TCP or others.
- v. Use techniques to mask, hide, alter or falsify their IP address (Internet Protocol) while having access or attempted to have access such, or generally interfere with the normal operation of the access between their device and the servers of the TCP WEB PORTAL or exploit any vulnerabilities.
- vi. Infringe or violate the rights of intellectual or industrial property of the TCP WEB PORTAL.
- vii. Use robots to have access to the TCP WEB PORTAL or have access massively.
- viii. Disclose their digital identity to others or leave them stored on local or public computers.
- ix. Create account for third parties and register or hire content on their behalf without proper authorization.

4.4.2 The Users are fully and solely responsible for any conduct other than those indicated herein, as well as for any information that they may include in the TCP WEB PORTAL or arise from TCP WEB PORTAL itself.

4.4.3. TCP may suspend at any time and without prior notice, the access granted to the Users of the TCP WEB PORTAL, in the event of non-compliance with any of the clauses under these GENERAL TERMS AND CONDITIONS.

4.4.4 The Users shall inform TCP through the channel provided for in item 4.5.6 no later than twenty-four (24) hours:

- i. Any suspected or actual breach of the provisions under these GENERAL TERMS AND CONDITIONS.
- ii. Any exposure or threats in relation to the TCP WEB PORTAL.
- iii. Identification of any mistake or error related to the access and/or which may interfere with the functionality of TCP WEB PORTAL.

### 4.4. EXCLUSION OF WARRANTIES AND LIABILITY

4.5.1 TCP shall use its best efforts so that the information in the TCP WEB PORTAL environment is in proper working order and as up to date as possible.

4.5.2. The Users make a statement they are aware that TCP

- i. makes no representation or additional warranties of any kind, whether express, implied in fact or by law, in relation to the TCP WEB PORTAL.
- ii. They disclaim all warranties of specific purpose and the like and
- iii. They do not guarantee that the TCP WEB TCP will be error free or meets users' requirements.

4.5.3. The Users make a statement that they are aware that TCP may suspend or discontinue any functionality of TCP WEB PORTAL, modify the specifications, protocols or methods of access at their discretion, without this giving rise to a right of redress or refund.

4.5.4 TCP does not guarantee that the TCP WEB PORTAL will be available without interruption or bugs, which is why the users waive the warranty and repair due to technical imperfections.

4.5.5 The Users agree that TCP has no responsibility for the deletion or failure to store data or other content maintained or sent by TCP WEB PORTAL.

4.5.6 TCP does not guarantee any results from the TCP WEB PORTAL, such as, but not limited to the minimum availability, continuity of operation, suitability, SLAs, adaptations, or updates. In case of unavailability of the TCP WEB PORTAL for any reason, all services can be made through the Customer Service Center by phone (55 41) 2152 5999 or by the electronic channel [centraldeatendimento@tcp.com.br](mailto:centraldeatendimento@tcp.com.br).

4.5.7 The Users are responsible for any change in their internal system that may interrupt and/or modify any flow of data from the services when using the TCP WEB PORTAL.

4.5.8. TCP, its controlling shareholders, its subsidiaries, its officers,

representatives or employees, is not responsible for any damage, losses and/or loss of profits of any kind that may arise from:

- i. Absence of availability or continuous operation of the TCP WEB PORTAL.
- ii. Viruses or other harmful elements that may produce alterations and/or damage to the Users' internal equipment and infrastructure.
- iii. Inadequacy for any type of purpose or frustration of the Users' expectations.
- iv. Punctuality, integrity, accuracy, quality, completeness or updating of the content, instruments and materials contained, used and offered on the TCP WEB PORTAL.
- v. Content and privacy policies and practices (a) of the websites that point to the TCP WEB PORTAL and (b) those whose link is established on this TCP WEB PORTAL.
- vi. Act of God or force majeure.
- vii. Damage and loss caused to the Users or their devices by exploiting existing vulnerabilities on the TCP WEB PORTAL.
- viii. Damage caused by negligence, carelessness, neglect, recklessness, breach of contract or misuse of the technology that the Users have used to have access to the TCP WEB PORTAL.
- ix. Any content errors, lack of information, performance failure, inaccuracies, errors, omissions, interruptions, defects or delays in operation or transmission, computer viruses or line, system or equipment failure.
- x. Any use of the information, instruments and/or materials made available on the TCP WEB PORTAL, and/or equipment used to have access to the TCP WEB PORTAL, for whatever purposes, made by any Users, and any injuries in their own right or third parties are sole responsibility of the Users, caused by the use of the contents of the TCP WEB PORTAL.

#### 4.5. CONFIDENTIALITY AND USE OF INFORMATION

4.6.1 The Users may have access to services, features or content developed by TCP that are not disclosed for the knowledge or access of the general public. The Users shall maintain confidentiality regarding these services, features or content made available, under penalty of violation of these GENERAL TERMS AND CONDITIONS.

4.6.2 The Users agree to:

- i. Preserve the confidentiality, integrity, availability, legality and authenticity of the information accessed, systems, technical materials and resources made available on the TCP WEB PORTAL.
- ii. Maintain confidentiality of TCP Confidential Information, by not sharing, publishing or disclosing to any third party, except among those who have demonstrated the need to know them and have knowledge and have previously accepted the obligations provided for herein.
- iii. Take all possible precautions to protect and restrict access to Confidential Information in their possession and prevent its improper disclosure or use, and shall, whenever possible,

safeguard their workplace, regardless of whether the confidential information is physical or digital, so that it can be kept in restricted access environments by limiting access to only those persons who are authorized to do so, and, when necessary, the electronic transmission of Confidential Information, use minimum security standards, which may cover from the application of encryption methods, blocking password access, use of remote wipe application and DLP (Data Loss Prevention) software or other viable protection, control and traceability methods.

- iv. Inform TCP immediately of any disclosure of Confidential Information or other violations of this Term of Use.
- v. Be aware that Confidential Information will not be considered as information that is public knowledge or that will become public through the express will of TCP.

4.6.3 It is strictly forbidden for the Users to produce, distribute, alter, use reverse engineer or make use of any attempt to revert to its source code any of the components that make up the TCP WEB PORTAL.

4.6.4 In the event that the Users receive a service/subpoena/notification or any other request arising from judicial, arbitral or administrative proceedings by requesting the disclosure of information covered by the confidentiality agreement provided for herein, the Users shall immediately give a notice to TCP of the receipt of such service/subpoena/notification.

4.6.5 User-owned data and information that are processed in the integration systems are and will continue to be the property of the Users.

4.6.6 The Users may only include personal data in the TCP WEB PORTAL, if they have the necessary authorizations required under the laws applicable to the protection of personal data. Such authorizations may be requested from the Users by TCP and, if the Users do not have the appropriate authorizations, TCP reserves the right to require the exclusion of personal data entered by the Users in the TCP WEB PORTAL.

4.6.7 The Users expressly acknowledge and authorize by accepting this term of use that by having access to the TCP WEB PORTAL, fills out forms or other registrations their data may be gathered, such as name, address, e-mail address and telephone numbers, aiming at facilitating contact between Users and TCP and obtaining trends, statistics and other data aimed at improving the resources and content available on the TCP WEB PORTAL.

4.6.8 Users' information will be gathered by ethical and legal means and will be treated confidentially by TCP, and it is certain that their information will not be transferred to third parties or used for purposes other than those for which it was gathered.

4.6.9 TCP is not obliged to store Users' Information for a specified period, and may keep it within the statutory periods and/or remove it, in its sole discretion, at any time, as it deems appropriate.

#### 4.6. INTELLECTUAL PROPERTY

4.7.1 TCP holds the full right of enjoyment and ownership over the TCP WEB PORTAL and its specifications.

4.7.2 Reproduction, modification, commercial exploitation, publication and/or distribution, in any way or form, of all or part of the information, of the materials, texts, graphics, trademarks, and other contents of the TCP WEB PORTAL, are expressly prohibited. All content contained in the TCP WEB PORTAL is subject to intellectual property rights and may not be reproduced and/or distributed without the prior and express authorization of TCP.

#### 4.7. CHANGES

4.8.1 TCP reserves the right to discontinue the TCP WEB PORTAL, as well as part or function thereof, unilaterally and without prior notice, at any time, in its sole and exclusive discretion, without this resulting in liability to them for violation or infringement of the GENERAL TERMS AND CONDITIONS.

4.8.2 TCP may also impose changes or limits on certain characteristics and services available on TCP WEB PORTAL or restrict its access in part or in whole to TCP WEB PORTAL services without prior notice. By accepting this Term of Use, the Users agree that TCP may establish general practices and limits on the use of the TCP WEB PORTAL, including the period of validity of its access, restriction of information or data released for their access, limitation to the access of content available on the TCP WEB PORTAL and the maximum storage space that will be allocated on servers.

4.8.3. TCP reserves the right to update or amend these GENERAL TERMS AND CONDITIONS, unilaterally and without prior notice, at any time, at its sole discretion.

#### 5 MISCELLANEOUS

5.1 These GENERAL TERMS AND CONDITIONS do not establish a company, commercial representation, employment relationship or joint and several liability of the PARTIES, and TCP will not be considered a legal or commercial representative of the Users and vice versa, and it is not authorized to assume or create any form of responsibility on behalf of each other, other than those carried out by the Users on the TCP WEB PORTAL, it is not yet required to make any warranties or representations about the activities of each party. TCP, in no event, shall be a guarantor of the obligations and charges of the Users or the legal entity that may represent them.

5.2. These GENERAL TERMS AND CONDITIONS govern and contain all understandings on the subject matter hereof, but do not replace or restrict other specific terms, contracts and the like that may have been, or will be agreed upon in writing with TCP.

5.3. This AGREEMENT binds the PARTIES and their successors in any way and may only be amended by a written document and signed by both PARTIES.

5.4. The possible nullity or non-enforceability of any provision of these GENERAL TERMS AND CONDITIONS shall not affect the other provisions hereof which shall remain valid and enforceable.

5.5 By accepting these GENERAL TERMS AND CONDITIONS, the Users express their agreement with all its content and confirm their digital signatures affixed by the combination of login and password on the TCP WEB PORTAL.

5.6 These GENERAL TERMS AND CONDITIONS are governed by

Brazilian law. The parties choose the Courts of the Judicial District of Paranaguá of the State of Paraná, to the exclusion of any other, however preferable or special it may be.

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#### TCP – TERMINAL DE CONTÊINERES DE PARANAGUÁ S.A.

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*In the event of any discrepancy between the Portuguese original version of this GENERAL TERMS AND CONDITIONS and any foreign language translation, the Portuguese version prevails.*