

## TERMS OF USE

### PLEASE READ THIS CAREFULLY

Throughout these Terms, "**PSA Panama**" refers to PSA Panama International Terminal, S.A. Every time you access this website owned and operated by us, on the internet at <https://psapanama.com> or on any other computer network system ("**our website**"), you will be bound by the following (1) terms of use, (2) any additional instructions, terms and conditions that apply to particular content or services, and (3) the Privacy Notice available at <https://globalpsa.com/privacy-notice>, (collectively the "**Terms**"). We may amend, update or replace the Terms at any time and from time to time without notice.

Where you access our website on behalf of another party, you confirm that you are authorized to bind that party to the Terms, and that party shall also be bound by the Terms as if it were a user of our website.

### Information Collection and Privacy

Information collected through or in the course of usage of this website is not confidential or protected unless explicitly agreed by PSA Panama. PSA Panama may freely use any information so collected without payment of compensation. Personal data is collected strictly by PSA Panama in accordance with applicable laws and regulations, and on the terms of the Privacy Notice available at <https://globalpsa.com/privacy-notice>.

### Usage

You may only use our website for lawful and proper purposes. You shall not:

- Use or permit another to use or exploit our website or the content on our website for commercial or business purposes;
- Use or permit another to use our website in connection with activities which infringe any third party's rights, or breach any laws, applicable standards, content requirements or codes;

Damage, disable, overburden, impair or interfere with the operation or functionality of our website, server(s) or network(s), or attempt to do so, or obtain or attempt to obtain unauthorized access, via whatever means, to our website or any of PSA Panama's systems;

- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- upload, post, email, transmit or otherwise make available any content that infringes any third party's rights, or that is unlawful, harmful, threatening, abusive,

harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, discriminatory, hateful, or racially, ethnically or otherwise objectionable or which creates liability on PSA Panama's part.

## **Contract Terms**

The Terms do not form part of any contract for services or carriage with PSA Panama.

## **Ownership**

We assert ownership over all content in our website and over our trade or service marks, patents, database rights, product names or design rights, trade secrets, domain names, logos, branding and confidential information, whether registered or unregistered, including the PSA Panama logo and its variants ("PSA Brand").

No part of our website, PSA Brand or our intellectual property, may be reproduced or used without our permission.

## **Errors**

While all reasonable care is taken, we do not warrant the accuracy of information on our website.

Reliance on information in our website will be at the user's own risk.

## **Security**

Where applicable, you must comply with any instructions or notices from PSA relating to the security of our website. You must not do anything which may result in the security of our website, or the systems or security of PSA or any other users of our website, or of any customers of PSA, being compromised.

## **Links**

Our website may contain links or references to websites operated by third parties ("**Third Party Website**"). No warranties or representations are made regarding any Third Party Website which you may access through our website, and we do not endorse or accept any responsibility for content from any Third Party Website (or any errors or omissions), nor for the privacy and security of these Third Party Websites.

## **Disclaimer**

Access to and use of our website is at your own risk. PSA Panama does not make any warranties or representations, either express or implied, as to the completeness, accuracy, suitability, reliability or otherwise of any content on our website. All warranties and representations as to merchantability, fitness for purpose, title and non-infringement are expressly excluded. PSA Panama does not warrant that your use of our website will be timely, suitable for your business purpose, secure, uninterrupted, error free or that the

website is free of corruption, attack, viruses, interference, hacking, or other security intrusion, or other harmful elements, and we shall not be liable for any loss or damage (including erasure of data) resulting therefrom.

PSA shall not be liable under any circumstances for (1) any loss as a result of non-availability of our website or delay or failure to respond to any enquiry made through our website; (2) any loss of profit, loss of opportunity, loss of business, loss of contracts, loss of productivity, or any indirect, consequential, incidental, punitive or exemplary loss or damages in connection with your use of our website, (3) any loss or damage caused as a result of any equipment failure, interruption to power supply, war, sanction, act of any government or governmental agency, natural disaster or occurrence, change in law (or any change in the interpretation thereof), injunction, currency or exchange controls, terrorist action, insurgency or civil commotion, or any event which is beyond PSA Panama's reasonable control.

### **Governing Law and Dispute Resolution**

The law applicable to the Terms is the law of the Republic of Panama. The courts of the Republic of Panama shall have exclusive jurisdiction in case of any dispute.

### **PRIVACY NOTICE**

This Privacy Notice ("**Privacy Notice**") explains how your Personal Data is collected, used, disclosed, processed or otherwise handled by us when you access and use this website ("**Website**").

Throughout this Privacy Notice, "PSA Panama" refers to PSA Panama International Terminal, S.A.

We may collect, process, disclose, use and retain your Personal Data in accordance with privacy laws and regulations applicable, and as described in this Privacy Notice. By accessing and using our Website, and providing your Personal Data to us through the Website, you acknowledge and agree that you have read, understand and agree to the terms of this Privacy Notice and the collection, use, disclosure and/or Processing of your Personal Data by PSA as described in this Privacy Notice. If you do not agree to be bound by this Privacy Notice, you should not access or use our Website or provide any Personal Data to us through the Website.

### **Definitions**

In this Privacy Notice, the following words and expressions shall have the following meanings:

**“PDPL”** means the Personal Data Protection 81 law of Panama, including all amendments thereto and subsidiary legislation enacted thereunder, whether now or in the future.

**“Personal Data”** means data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which a party has or is likely to have access.

**“Process”**, in relation to Personal Data, means the carrying out of any operation or set of operations in relation to the Personal Data, including without limitation to recording, holding, organizing, adapting, altering, modifying, retrieving, combining, transmitting, erasing or destroying, and **“Processing”** shall be construed accordingly.

### **How is Personal Data collected?**

When you access or use our Website, your Personal Data may be collected in the following ways:

1. Submission of forms, enquiries or emails, or similar situations where you have chosen to provide the information to us;
2. Automated means, which include:
  1. Technical data, which may include information about your devices, including your device specification, IP address, operating system, browser type, date and time of visit, pages visited, referral URL, web beacons and other tracking technology information, network connection type and provider, network and device performance, language, and geographical location;
  2. Cookies (for further details, please refer to the “Cookies” section below);
  3. Web analytics tools for collecting and assessing visitor behavior on our Website and/or PSA Panama's social media accounts;
  4. Content delivery networks.

### **Personal Data that we may collect**

- Contact information, such as your name, address, phone number, and email address.
- Device information and other unique identifiers, including device identifier IP address, cookies, beacons, pixel tags, mobile ad identifier, or similar unique identifiers.
- Internet or other network activity, including browsing or search history and information regarding your interactions with our Website.

## **How do we use your Personal Data?**

You agree and consent to us collecting, using, Processing, and disclosing your Personal Data for the following purposes:

- To respond to your enquiries or requests received through the "Contact Us" page on the Website;
- To provide you with general information about PSA Panama and our services;
- To improve our Website and services we provide to you;
- To protect the security and integrity of our Website and our business;
- To market our services to you and to provide you with marketing, advertising and promotional information by way of mail and/or electronic transmission to your email address(es), where you have consented to be contacted for such purposes;
- To invite you to participate in surveys or events (which may be conducted online or in-person) relating to the maritime or logistics industry or our business or services we provide;
- To communicate with you on and to obtain feedback on our services and/or to conduct research, surveys, analysis and development activities, so as to improve or develop our services and/or facilities;
- Record-keeping purposes and producing statistics and research for internal and/or statutory reporting and/or reporting or governance requirements of PSA Panama;
- To comply with or as required by any applicable law, governmental or regulatory requirements applicable to PSA Panama (whether in Panama or other countries);
- For any other purposes for which we have obtained your consent, or for which you may be deemed to have provided consent; and/or
- to achieve any other incidental business purposes related to or in connection with the above.

## **Who do we disclose your Personal Data to?**

You agree and consent that your Personal Data may be used, disclosed, Processed and/or transferred to our related corporations and affiliates within the PSA group, our business partners, third party service providers (including professional advisers), governmental authorities and other relevant third parties, in accordance with the purposes for which we use your Personal Data.

We may also share your Personal Data with any third party in connection with (i) the sale of any of our business or assets, in which case we may disclose your personal data to the prospective buyer of such business or assets; (ii) the acquisition of us or substantially all of our assets by a third party, in which case personal data held by us about you will be one of the transferred assets; or (iii) a reorganization, dissolution or other sale or transfer of title.

We may also use, disclose or Process your Personal Data where permitted under applicable exceptions under the PDPL.

### **Where we store your Personal Data**

The Personal Data that we collect from you may be transferred to, maintained, accessed, and stored at, a destination outside the country where you are located. It may also be Processed by staff operating outside the country where you are located or by one of our service providers. By submitting your Personal Data or using this Website, you agree to this transfer, storing and Processing.

Where Personal Data is transferred by us to any third parties outside of Singapore, we will ensure that such transfers are compliant with the requirements under the PDPA, such as by making sure that overseas recipients are bound by legally enforceable obligations to provide a standard of protection to the Personal Data so transferred that is comparable to the protection under the PDPA.

### **Retention**

We will retain your Personal Data only for as long as it is necessary for the purposes it has been collected. We will cease to retain such Personal Data or remove the means by which the Personal Data can be associated with you, when it is no longer necessary for the purposes it has been collected or permitted to be used or Processed.

### **Cookies and tracking technology**

Cookies are small data files stored in your device, which may be used for various purposes. You can find out more about cookies at [www.allaboutcookies.org](http://www.allaboutcookies.org). We use cookies and tools on our Website to enable various Website functions and features. You may change your settings to accept or decline the use of cookies. Please note that if you choose to block, remove or decline cookies, some areas of our Website may not function properly or be accessible. You may also be required to indicate your preferences on each visit to our Website.

### **Third party websites and social media**

Our Website may contain plug-ins or share buttons to social media sites, links to PSA Panama's social media sites and/or to third party websites (the "**Third Party Websites**") not operated or controlled by PSA. If you are connected to a social media site while browsing our Website, your activity on our Website will also be made available to such

social media sites. If you follow a link to any of these Third Party Websites, please note that these Third Party Websites have their own privacy policies. As these Third Party Websites are not owned or operated by us, we do not accept any responsibility or liability for the contents of these Third Party Websites and their privacy policies and you access and provide your personal data to these Third Party Websites at your own risk. Please check these policies before you submit any personal data to any such Third Party Websites.

## **Protection**

We take appropriate administrative, physical, and technical measures to protect and secure your Personal Data from unauthorized access, collection, use, disclosure, copying, modification, loss, disposal or similar risk and the loss of any storage medium or device on which personal data is stored. However, you acknowledge and accept that the transmission of information over the internet or method of electronic storage may not be completely secure, private or confidential, and any information sent or received by our Website may be intercepted, decrypted, consulted and/or used by third parties in spite of any encryption. PSA does not assume any responsibility for unauthorized use of your Personal Data by third parties in spite of PSA's security measures and where such unauthorized use is due to factors beyond our control. While security cannot be guaranteed, we strive to protect the security of your personal data, and are constantly reviewing and enhancing our security measures.

## **Accuracy**

Where you provide your Personal Data to us, you should ensure that such Personal Data is accurate. You should also review your Personal Data from time to time and let us know if there are changes to your Personal Data or update your Personal Data through functions or tools made available for this purpose, or alternatively, by making a correction request to the Data Protection Officer.

## **Rights in relation to Personal Data**

Your rights in relation to Personal Data collected by PSA Panama may vary depending on where you are located. If you are located in Panama, you have the right under the PDPL to withdraw consent, request access to, and/or correction of your personal data which PSA holds. Please note that: (1) where PSA is permitted or required to collect, use, disclose or Process Personal Data under applicable laws, withdrawing your consent does not affect our right to continue to do so, and (2) upon withdrawing your consent, PSA may be unable to continue providing certain services to you.

All requests or enquiries should be directed to the Data Protection Officer at [pdpa-psa@globalpsa.com](mailto:pdpa-psa@globalpsa.com). We will respond to your requests within a reasonable time. If we are unable to respond to your request within 30 days after receipt, we will inform you in writing of the time by which we will be able to respond to your request, within 30 days after

receipt of your request Please note that PSA may choose not to disclose any information which is evaluative in nature.

### **Updates**

We may update this Privacy Notice from time to time without prior notice by posting a new version on our Website. You should check this page regularly to ensure that you are familiar with any changes. Your access to or use of our Website after this Privacy Notice is updated shall constitute your acceptance of the updated Privacy Notice.

<https://morimor.com/es/sobre-la-ley-de-privacidad-de-datos-en-panama/>