

## **TERMS AND CONDITIONS FOR KGTML TERMINAL OPERATING SYSTEM (TOS)**

### **DEFINITIONS**

- **User:** Any transport company, shipping company, consignee, shipper, agent, or entity submitting vehicle or cargo registration information to the TOS.
- **TOS:** Terminal Operating System managed by Karachi Gateway Terminal Multipurpose (Private) Limited (KGTML) for processing logistical and operational data.
- **Access Credentials:** User-specific login credentials used to access the TOS.

### **GENERAL USER ACCESS AND RESPONSIBILITIES**

- Users must register with KGTML and obtain prior authorization before accessing the TOS.
- Users are strictly prohibited from sharing their login credentials with unauthorized parties.
- KGTML reserves the right to deactivate access in case of:
  - Multiple or unauthorized logins
  - Unauthorized data extraction
  - Misuse of the system
- Users are responsible for the confidentiality of their account credentials and for ensuring that all vehicles or operations comply with KGTML's safety, security and operational standards.
- Misuse or submission of fraudulent data may result in suspension, termination, or legal action.
- Users must comply with all applicable local laws and regulations.

## **CATEGORIES OF USERS**

### **A. SHIPPING COMPANIES**

#### **1. Introduction**

These terms govern registration and operational requests submitted by shipping companies using the TOS. Use of the TOS implies acceptance of these terms.

#### **2. User Access and Responsibilities**

- Submit accurate and complete information.
- Ensure the submitter is authorized to act on behalf of the company.
- KGTML reserves the right to approve, reject, or seek clarification on any submission.
- Retain original versions of all uploaded documents and images.

#### **3. Submission Authorization**

- Submission authorizes KGTML to execute the requested operations.

- Submissions do not impose any enforceable obligation on KGTML unless explicitly approved.

#### **4. Miscellaneous**

- KGTML may request additional supporting documentation.
- Repeated misuse may result in access suspension.

### **B. CONSIGNEES AND SHIPPERS**

#### **1. Introduction**

These terms apply to consignees and shippers interacting with TOS for cargo-related transactions.

#### **2. User Access and Responsibilities**

- Provide and maintain accurate, updated information.
- Ensure accountability for nominated C&F agents and transporters.
- Utilize the TOS for booking, payments, and documentation purposes.

#### **3. Submission Authorization**

- Submission authorizes KGTML to process and act upon the requested operations.
- Direct usage (without nominating third parties) implies acceptance of applicable terms and responsibilities.

#### **4. Miscellaneous**

- Retain originals of all submitted documents.
- Submissions are subject to KGTML's final approval.

### **C. CLEARING & FORWARDING (C&F) AGENTS**

#### **1. Introduction**

These terms apply to C&F agents acting on behalf of clients via TOS.

#### **2. User Access and Responsibilities**

- Process delivery-related documentation and formalities.
- Nominate authorized transporters as necessary.
- Ensure appropriate conduct of all associated representatives.

#### **3. Submission Authorization**

- Authorized to nominate drivers/agents and manage documentation.
- Submissions must be backed by retained original documents.
- Each request is subject to individual approval by KGTML.

#### **4. Miscellaneous**

- If the C&F agent uses self-transportation, they become fully subject to the Transporter Terms.

### **D. TRANSPORT COMPANIES**

## **1. Introduction**

These terms govern transporter registration and truck data submission via TOS.

## **2. User Access and Responsibilities**

- Submit authorized truck and driver details.
- Cooperate with RFID/MTag installation and inspection processes.
- Consent to lawful sharing of submitted data with regulatory bodies.
- Notify KGTML of any operational or personnel changes.

## **3. Submission Authorization**

- Responsible for legal compliance of vehicles and staff.
- Any damaged, missing, or tampered RFID tags must be reported.
- KGTML reserves the right to deny access or require further verification.

## **4. Miscellaneous**

- Ensure full compliance with QHSE standards, legal norms, and documentation requirements.
- Misuse or submission of false information may result in penalties or legal action.

## **E. TERMINAL USERS (INTERNAL AND VENDORS)**

### **1. Introduction**

This section governs KGTML staff, contractors, and vendors using TOS.

### **2. User Access and Responsibilities**

- Follow all SOPs, contractual agreements, and work instructions.
- Ensure that staff are legally authorized, trained, and compliant with safety and security standards.
- Use only approved hardware, devices, and software within the terminal.

### **3. Confidentiality and Security**

- Maintain strict control over login credentials.
- Refrain from unauthorized access, device manipulation, or software tampering.
- Immediately report any staff discontinuation to KGTML for credential deactivation.

## **DATA PRIVACY AND SECURITY**

- KGTML employs reasonable data protection protocols but shall not be held liable for breaches caused by user negligence.
- Data submitted through TOS may be disclosed to regulatory authorities as required by law.
- Users expressly consent to the collection, storage, and processing of their data in accordance with KGTML's privacy policies.

## **LIABILITY AND DISCLAIMERS**

- The TOS is provided "as is" without warranties, express or implied.
- KGTMML shall not be held liable for any errors, omissions, or interruptions in the TOS.
- Users agree to indemnify and hold KGTMML harmless from claims arising due to inaccurate data or non-compliance.
- Access may be suspended temporarily for maintenance or in case of unforeseen technical issues.

#### **TERMINATION AND MODIFICATIONS**

- KGTMML reserves the right to modify these Terms and Conditions at any time without prior notice. Continued use of TOS constitutes acceptance of the modified terms.
- KGTMML may terminate or suspend user access at its discretion, without notice, in case of misuse or policy violation.
- Users may voluntarily terminate access by submitting a written request to KGTMML.

#### **GOVERNING LAW AND DISPUTE RESOLUTION**

- This Agreement shall be governed by the laws of Pakistan.
- Any disputes arising shall first be resolved through mediation. Failing that, disputes shall be referred to arbitration in accordance with the Arbitration Act of Pakistan.

#### **CONTACT INFORMATION**

For queries related to TOS usage and policies, please contact:

**Karachi Gateway Terminal Multipurpose (Private) Limited (KGTMML)**

**Phone:** (+92- 21) 111-115-485

**Email:** [info@kgtml.com.pk](mailto:info@kgtml.com.pk)

**Website:** [www.kgtml.com.pk/en/KGTMML](http://www.kgtml.com.pk/en/KGTMML)

#### **Declaration:**

I hereby confirm that I have read, understood, and agreed to the above Terms and Conditions.