

## PURPLETRAC

# TERMS & CONDITIONS

These Terms of Service ("**Terms**") form a legal agreement between Pole Star Space Applications Limited ("**Pole Star**") and you the Customer "**Customer**").

The Terms governs your use of Pole Star's PurpleTRAC subscription services offered through [polestarglobal.com](https://polestarglobal.com) website, API, premium services, or other services that may be provided from time to time or in the future (collectively the "**Service**", "**Services**" or "**Subscription Services**").

You acknowledge that you have had the opportunity to review the Terms. If you do not agree to these Terms, you do not have the right to access or use the Services. If you do use the Services, your use shall be deemed to be in acceptance of the Terms.

The Terms cover Trials, Subscriptions Services and any other Services subscribed to pursuant to any of Pole Star's order forms, subscription contracts or other documents (collectively referred to as Pole Star's "**Subscription Agreements**"). These Terms will govern the Customer's initial order as well as any future orders made by the Customer that references the initial Subscription Agreement.

## 1. The Services

**1.1** Pole Star shall use commercially reasonable endeavours to provide the Services, to which the Customer subscribes, registers, and pays all associated Fees and for the period set out in the Subscription Agreement ("**Subscription Term**").

**1.2** Customers subscribing to Pole Star's Hybrid Tracking Service (integrated tracking and sanctions screening solution) may only use this Service with the prior authorisation of vessel owners or operators.

**1.3** The Services are compiled from data, information and materials furnished to or obtained by Pole Star from third-party service providers and/or licensors ("**Third-Party Partners**"). The Customer acknowledges that Pole Star is required by its Third-Party Partner to display certain notices and to report certain data related to the Customer's use of the third-party services.

**1.4** Pole Star reserves the right to modify, enhance, or supplement the Services at any time in its sole discretion, provided that if Pole Star proposes to make material changes to the Services, Pole

Star will provide the customer with notice of those modifications and/or include notice of the applicable changes on its websites.

## 2. Trial Subscriptions

**2.1** Access to the Services for trial and evaluation purposes ("**Trial Subscription**") are subject to these additional provisions.

**2.2** The Customer may use the Services in accordance with these Terms for the period granted by Pole Star ("**Trial Period**").

**2.3** Trial Subscriptions are permitted solely for the Customer to determine whether to purchase a paid subscription to the Service or Services.

**2.4** Trial Subscriptions may not include all functionality and features accessible as part of a paid Subscription Term.

**2.5** If the Customer does not enter a paid Subscription Term, the Customer's right to access and use the Services will terminate at the end of the Trial Period.

**2.6** Pole Star has the right to terminate a Trial Subscription at any time for any reason.

**2.7** Notwithstanding anything to the contrary in these Terms, Pole Star gives no warranty, indemnity, support, or other obligations with respect to a Trial Subscription.

## 3. Registration and Passwords

**3.1** Prior to accessing the Services, the Customer will submit, and Pole Star shall maintain on file registration information. Such registration information shall include, but not be limited to names, e-mail address, contact numbers and other billing information.

**3.2** All registration information supplied shall be true, complete, and accurate, and the Customer will notify Pole Star of any changes to the registration information during the term of the Services and submit updated information to Pole Star promptly and, in any event, within fourteen (14) days of any such changes.

**3.3** Pole Star's use of registration information is governed by Pole Star's [Privacy Policy](#) which are incorporated into these Terms by reference.

**3.4** The Customer warrants to safeguard account username(s) and password(s) and confirm these will be used solely by the Customer, its officers, and its employees ("**Permitted Users**") and will not be disclosed to any third party.

**3.5** The Customer shall assume all responsibility for all harm or liability attributable to it or any other person accessing its account or any Services with its username(s) and password(s).

**3.6** Pole Star reserves the right to suspend or deactivate the Services, without notice, where the Services are being used in an authorised manner or by an unauthorised person or inconsistent with these Terms, the Subscription Agreement or for another reason deemed inappropriate by Pole Star.

## **4. Authorised Use of the Services**

**4.1** Pole Star grants to the Customer a non-exclusive, non-transferrable, revocable licence to access and use the Services for the Customer's internal business purposes only during the Subscription Term.

**4.2** The Customer is permitted to print and download extracts from Services for its own non-commercial use on the following basis:

- (i)** no documents or related graphics contained therein are modified in any way;
- (ii)** no graphics are used separately from accompanying text; and
- (iii)** all and any copyright, trademark notices and emission notice are retained on all copies.

**4.3** The Customer acknowledges and agrees that it (nor shall it facilitate any third party) will not:

- (i)** copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, transfer, sell, licence, lease, give, permanently retain, disseminate, disclose, broadcast, assign (whether directly or indirectly, by operation of law or otherwise), scan, store in any retrieval nor create or store in electronic form any library or archival system of any nature, create a database or create derivative works from the Services or any portion thereof.
- (ii)** systematically downloading data from any of the Services and/or utilising any automated means to download data from any of the Services.
- (iii)** use the Services for any illegal purpose or in any manner inconsistent with these Terms.
- (iv)** extract any copyrights, marks or any other intellectual property rights in the Services (including without limitation photographs and graphical images) which are owned by Pole Star or its Third-Party Partners.

## 5. Term & Renewal

**5.1** The Services shall come into existence on the date set out in the Subscription Agreement or in its absence the date that the Services are commenced ("**Commencement Date**").

**5.2** Provided there is no material breach of these Terms, the initial term will automatically renew for successive renewal terms of 12-month period, unless the Customer provides Pole Star with written notice of its intent not to renew at least thirty (30) days prior to the end of the initial or any renewal term.

## 6. Fees

**6.1** Pole Star shall invoice, and the Customer shall pay within thirty (30) days from date of an invoice issued to the Customer ("**Due Date**"), the fees for licensing the Services ("**Fees**") stated in the Subscription Agreement in advance.

**6.2** All invoices shall be sent electronically unless the Customer specifically requests that invoices are sent by post (in which case Pole Star reserves the right to add an administration charge of £5 (or equivalent in the currency of the invoice)).

**6.3** All Fees specified in this Subscription Agreement are exclusive of and Customer is solely responsible for payment of all value-added, sales, use, import, duties, customs or other taxes applicable to the providing of Services under these Terms.

**6.4** Pole Star reserves the right to increase its rates for the Fees for the Services, provided that such Fees cannot be increased more than once in any 12-month period. Pole Star will give the Customer written notice of any such increase thirty (30) days prior to the proposed date of increase.

**6.5** Without limiting any other right or remedy of Pole Star, if the Customer fails to make any payment due to Pole Star under the Contract by the due date for payment (Due Date), Pole Star shall have the right to:

- (i) suspend or terminate any Services provided to the Customer; and
- (ii) charge interest on the overdue amount at the rate of 3 per cent per annum above the then current Barclays Bank base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

## 7. Confidential Information

**7.1** Where either party provides the other with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorised by either party or as expressly provided in these Terms. The parties shall exercise the same degree of care they use to protect their own confidential or proprietary information but no less than a reasonable degree of care.

**7.2** For the purposes of this clause “**Confidential Information**” shall include, without limitation, any information relating to all business, financial, commercial, technical, operational, organisational, legal, management, marketing information; any other documentation and information relating to or belonging to Pole Star’s Third-Party Partners.

**7.3** Confidential Information as used in these Terms, shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or (iii) obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the confidential information or material.

**7.4** Customers subscribing to Hybrid Tracking Service acknowledge, pursuant to the precondition contained in clause 1.2, that Pole Star may be required to disclose to its Third-Party Partners or a vessel owner or vessel manager the identity of the Customer and/or vessels in relation to which the Customer uses the Services on the condition that information disclosed shall be treated as Confidential Information.

## 8. Intellectual Property Rights

**8.1** The Customer acknowledges and agrees that Pole Star and/or its Third-Party Partners own all intellectual property rights in the Services. Except as expressly stated herein, these Terms do not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.

**8.2** Pole Star confirms that it has all the rights and consents in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

## 9. Compliance

**9.1** The Customer acknowledges that Pole Star does not operate as a regulator and shall not be responsible for monitoring or reporting on the compliance of vessels which use or receive the Services with laws and regulations in any jurisdiction, including any sanctions laws and regulations, for which the Customer shall be solely responsible.

**9.2** The Customer acknowledges that its use of the Services shall comply with all applicable laws, statutes and regulations, including but not limited to anticorruption, antibribery, data protection, privacy, modern slavery and so forth, and it shall not engage in any conduct that would cause Pole Star to be in violation of any laws.

**9.3** By entering these Terms, the Customer warrant that it is not listed, either directly or indirectly as a sanctioned entity or individual in any sanctions list such as, but not only, those lists of the UK, EU, UN, OFAC. Pole Star may, at its own discretion, suspend or terminate the Services with immediate effect where it has the information or suspicion that the Customer or any affiliated entity or other individual or entity of connected interest are at the Commencement Date or at any time during the Subscription Term included in a sanctions list.

## 10. Warranties and Disclaimer

**10.1** Each party represents and warrants that it is fully authorised to enter into this Agreement.

**10.2** The Services, including all Third-Party Partner services, are provided on a strictly "AS IS" and "AS AVAILABLE" basis without warranty of any kind.

**10.3** The Services provided should under no circumstances be regarded as advice, suggestion or incitement for a certain act. Any actions undertaken by the Customer based on the Services do not create any liability on Pole Star.

**10.4** The Services on vessels position and identity, originate directly from the vessels, which transmit this information through public radiofrequencies, the 'Automatic Identification System' (AIS). Due to a variety of potential impediments such as: the inherent limitations of radio communications (e.g. limited coverage, interference, attenuation, weather conditions and so forth); erroneous configuration of the AIS devices on the vessel; negligent data entry by the crew; incorrect or delayed position reports received by the vessel's GPS and other factors, Pole Star does not warrant the completeness or accuracy of the information, or that the Customer's use of Services will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy the Customer's requirements.

**10.5** Any Open-Source Software provided by Pole Star may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed but is provided on an "AS IS" basis. Such terms of any licence shall govern such use to the extent that they expressly supersede this agreement.

**10.6** The Customer acknowledges that a Third-Party Partner may modify, or discontinue availability of, or amend its terms concerning the availability of third-party services, neither Pole Star nor its Third-Party Partner shall be held responsible for such modification and discontinuance.

**10.7 Disclaimer of Warranties.** POLE STAR DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE CUSTOMER ASSUMES ALL RISK IN USING THE RESULTS OF SERVICE.

## 11. Indemnification

**11.1** The Customer agrees to indemnify, hold harmless, and defend Pole Star against all liability, damages, losses, costs, or expenses (including but not limited to legal fees and expenses) incurred as a result of the Customer's breach of the licenses and rights granted herein.

**11.2** Pole Star will indemnify, defend and hold harmless the Customer from and against any third-party claims based on infringement of any ownership rights, trademark, patent right, copyright or trade secret as a result of the use of the Services. Pole Star will not so indemnify, defend and hold harmless the Customer to the extent any claim would not have arisen but for: (i) any modification of a Service not specifically authorised in writing by Pole Star; (ii) the incorporation of any feature or information provided by or requested by the Customer into a Service; (iii) the use of a version of a Service other than the then-current version; (v) the Customer's misuse of the Services or failure to protect Pole Star's Confidential Information as required herein.

**11.3** In the event Services are held or are believed by Pole Star to infringe, Pole Star may choose, at its sole option and expense, (a) to modify the Services so that they are non-infringing; (b) to replace the Services with non-infringing Services that are functionally equivalent; (c) to obtain a license for the Customer to continue to use the Services as provided hereunder; or if none of options above are commercially reasonable, then (d) to terminate the subscription for the infringing Services and refund Fees paid, prorated Pole Star Space Applications Limited 2022

from the date of any claim. This section 11.3 states the entire liability of Pole Star's and the Customer's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

**11.4** Each Party will indemnify, defend and hold the other Party harmless from any claim, demands, liabilities, expenses of any kind for personal injury resulting from its negligence (as defined in the Unfair Contract Terms Act 1977); fraudulent misrepresentation; or any liability which cannot be excluded by law.

**11.5** The indemnification obligations of each party under this section 11, are contingent upon the indemnified party providing to the party who has the indemnification obligation: **(a)** prompt written notice of the alleged claim; **(b)** sole control of the defence or settlement of the alleged claim; and **(c)** reasonable cooperation and assistance, at the request and expense of party to indemnify, in the defence or settlement of the alleged claim. If the indemnified party chooses to be represented by counsel, it shall be at the indemnified party's sole cost and expense.

## 12. Limitation of Liability

**12.1** Except for the Customer's breach of licence grants or restrictions contained in these Terms, in no event will either Party be liable (whether direct or indirect) for:

- (a)** any special, indirect or consequential loss;
- (b)** any incidental, punitive and/or exemplary damages;
- (c)** loss of profits;
- (d)** loss of business or business interruptions;
- (e)** loss of anticipated savings or loss of revenues);
- (f)** loss of reputation or goodwill; and/or
- (g)** any other kind of economic loss. (collectively the "**Excluded Damages**") howsoever arising, whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability.

**12.2** Except for the Customer's breach of licence grants or restrictions contained in these Terms, each Party's total aggregate liability (in contract, tort, (including negligence) misrepresentation or otherwise or for breach of statutory duty or otherwise, shall be limited to the Fees paid by Customer to Pole Star in the twelve months immediately preceding the event giving rise to the claim.



## 13. Termination

**13.1** Either Party may terminate the Subscription Agreement if: **(a)** the other Party commits a breach of any material term or condition of these Terms and does not cure such breach within thirty (30) days of written notice thereof; or **(b)** the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or the other Party is adjudged bankrupt.

**13.2** Without affecting any other rights or remedies Pole Star may terminate the Services with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under these Terms within 30 days of the due date for payment.

**13.3** On termination of this agreement for any reason:

- (a)** all licences and rights granted under these Terms shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b)** Customer shall promptly pay to Pole Star all outstanding Fee due to Pole Star under the Subscription Agreement.
- (c)** Upon request of the other Party, each Party shall destroy (at the other Party's option) all property belonging to the other Party then in its possession, including all Confidential Information, together with any copies and certify in writing to the other Party, the completion of this process. This obligation shall not apply to such Confidential Information that **(a)** the Party is required to retain by (i) law or regulation; (ii) for archival purposes or **(b)** is contained in automatically made computer back-ups.
- (d)** The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry.

## 14. Force Majeure

**14.1** A Party shall not be liable and be excused from the performance of any obligation under these Terms, except payment for any Service, arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of and not occasioned by the fault or negligence of such Party, including without limitation to acts of God, acts of terrorism, acts of nature strikes, lockouts or other industrial disputes, failure of a utility service or transport or communication network, or delays of a supplier or subcontractor due to such causes.

## 15. Publicity

**15.1** Pole Star may include the Customer's company name and/or Website's domain name & logo on its customer lists, testimonials and press releases related to the Services.

## 16. General

**16.1 Amendments.** Pole Star reserves the right to revise and amend these Terms from time to time by giving not less than thirty (30) days prior written notice of the same and providing such amended versions of the Terms to the Customer. The Terms shall be deemed to be automatically updated or amended in accordance with any such notice under clause 16.8 with effect from the date falling 30 days from the date that Pole Star gives the notice (or such other later date set out in the notice). Any update or amendment made under this clause shall apply to Subscription Agreements made both before and after the effective date of such update or amendment.

**16.2 Assignment.** The Customer may not assign this Agreement or any rights and obligations thereunder without the prior written consent of Pole Star and any purported assignment in violation of this provision shall be null and void.

**16.3 Audit.** Upon reasonable notice by Pole Star to the Customer, and not more than once annually (unless prior violations have been discovered), Pole Star may inspect and audit relevant Customer records to enable Pole Star to ensure Customer's compliance with these Terms.

**16.4 Authority.** Each person accepting these Terms on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to do so.

**16.5 Communications.** The Customer acknowledges that its account is part of the Pole Star network, and consequently, it shall receive periodic commercial announcements and information regarding Pole Star services. The Customer may request to be removed from the Pole Star's news mailing list at any time. In the event of such removal, the Customer may, however, continue to receive communications regarding the Services to which it has subscribed.

**16.6 Governing law and Jurisdiction.** The Subscription Agreement and these Terms shall be governed by, and construed in accordance with, the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**16.7 No partnership or agency.** The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the parties.

**16.8 Notices.** Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

**16.9** Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

**16.10 Survival.** These Terms will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favour they operate.

**16.11 Third parties.** No provision of these Terms are intended to confer a benefit on or to be enforceable by, any person who is not a party to a Subscription Agreement.

**16.12 Waiver; Unenforceable Terms.** No failure by Pole Star to enforce any of the Terms shall be construed as a waiver thereof, nor shall it affect the Customer's obligations or Pole Star's rights and remedies hereunder. If any part of this Agreement is held to be unenforceable, that part will be amended to achieve its intended effect as nearly as possible, and the remainder of the Terms will remain in full force.

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