

POLE STAR ON DEMAND

TERMS & CONDITIONS

October 2025

These Terms and Conditions govern the use of the **On Demand** services ("**On Demand**"), offered through web-interface on www.polestarglobal.com, or API and including enhanced services or other services that may be provided from time to time or in the future (collectively, the "**Services**").

By using the Services, you the customer (hereinafter referred to as "**you**" or "**your**") are entering into a legally binding agreement with Pole Star Space Applications Limited of C/O Rayner Essex LLP Tavistock House South, Tavistock Square, London, WC1H 9LG, Company No: 03505279 (hereinafter referred to as "**Pole Star**", "**we**", "**us**" or "**our**") on the terms below and the Pole Star Global [Privacy Policy](#) (collectively the "**Terms**").

You acknowledge that you have had the opportunity to review these Terms. By accessing and using the Services you shall be deemed to have accepted the Terms. If you do not accept the Terms, you do not have the right to use the Services.

1. SERVICES

- 1.1** We shall use commercially reasonable endeavours to provide the Services, to which you subscribe to on www.polestarglobal.com (the "**Website**").
- 1.2** We shall provide technical support services for Goods and Services via email: support@polestarglobal.com, or via telephone at (+44) 020 7313 7403.
- 1.3** You acknowledge that the Services are compiled from data, information and materials furnished to or obtained from multiple data suppliers including third-party service providers and/or licensors ("**Third-Party Partners**"). You acknowledge we are required by our Third-Party Partners to display certain notices and to report certain data related to your use of the third-party services.
- 1.4** You acknowledge that if you subscribe to any Services which relate to tracking (such as an integrated tracking and sanctions screening solution), You may only use these Services with the prior authorisation of the vessel's owners or operators. You must be in possession of all

necessary licences, permissions and consents before the date on which the Services are to start.

- 1.5** We reserve the right to modify, enhance, or supplement the Services at any time at our sole discretion, provided that if we propose to make material changes to the Services, we will provide you with notice of those modifications and/or include notice of the applicable changes on our websites.

2. REGISTRATION & PASSWORD(S)

- 2.1** Prior to accessing the Services, you will create a user account. You shall submit, and we will maintain on file registration information as governed by our Privacy Policy and these Terms. Such registration information shall include, but not be limited to names, e-mail address, contact numbers and other billing information.
- 2.2** All registration information supplied shall be true, complete, and accurate, and you will notify of any changes to the registration information during the term of the Services and submit updated information promptly and, in any event, within fourteen (14) days of any such changes.
- 2.3** You warrant to safeguard the account username(s) and password(s) and confirm these will be used solely by you, your officers, and employees ("**Permitted Users**") and will not be disclosed to any third party.
- 2.4** You shall assume all responsibility for all harm or liability attributable to the account or any Services when accessed by the designated username(s) and password(s).
- 2.5** We reserve the right to suspend or deactivate the Services, without notice, where the Services are being used in an unauthorised manner or by an unauthorised person or inconsistent with these Terms.

3. AUTHORISED USE OF THE SERVICES

- 3.1** We grant you a non-exclusive, non-transferrable, revocable licence to access and use the Services for your internal business purposes only during the duration of the agreement.
- 3.2** You acknowledge that you will obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the receipt, and use of any information supplied pursuant to the Services.
- 3.3** You are permitted to print and download extracts from Services for your 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.

3.4 You acknowledge and agree that you will not, nor shall you aid any third party to:

- 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).

3.5 We assume no responsibility or liability for the accuracy or timely delivery of forecasts or for any damage suffered or claimed as a result thereof. We make no express or implied warranties, guarantees or affirmations that weather information will occur or has occurred as the reports, forecasts, graphics, data, briefings, products or services state, represent or depict. Forecasts and forecasting services are provided for informational purposes only. Weather-related decisions and the responsibility resulting from those decisions always remain with you. Weather prediction is affected by many variables and is not an exact science. We employ modern forecast tools and highly qualified personnel and will strive to produce the most accurate forecasts at all times.

3.6 The transmission of forecasts, advisories, alerts or information of any kind, or the availability of information, may be subject to delays and/or failures of transmission. We shall not be liable for any loss or damage caused by any errors or omissions in forecasts, advisories and alerts or for delays or failure of transmission.

3.7 It is your responsibility to notify us in writing in advance of a voyage in which a ship has:

- i. weather or sea sensitive cargo,
- ii. unique constraints that would be considered untypical or unique in nature, or

iii. any other non-standard characteristic based

3.8 Wind and sea conditions may be locally higher in or near squalls or thunderstorms than may be indicated in our forecasts. Forecasts and route recommendations are prepared using the latest information at the time it was created. Forecast information is subject to change without notice.

3.9 You acknowledge that your vessels are required to communicate and report to us on a regular and timely basis which is determined by:

- i. the Services subscribed to,
- ii. any custom requests provided to us by you, and
- iii. mutually agreed upon information to be collected by us on your behalf.

3.10 The responsibility of ensuring the proper transfer of information to us remains at all times with you. You must ensure the information received by us from your vessels is:

- i. Complete (contains the mutually agreed on and proper information),
- ii. Properly Formatted (information is properly formatted for use by us and is noted in the proper units of measure and/or time),
- iii. Accurate (all efforts should be made to ensure accuracy and correctness of the information at the time it is transmitted to us), and
- iv. Timely (all efforts should be made to ensure information is transmitted to us in a timely manner and at the predetermined required times and intervals).

3.11 Upon commencement of Services, we will provide a reasonable period of time to train and instruct your vessels in the proper methods of reporting information to us and we will monitor and report to you any vessels that are non-compliant or not reporting information properly, accurately or timely. It is your sole responsibility to correct this situation in a timely manner and ensure compliance by your vessels. In the unlikely event that we are forced to expend unanticipated time for ships either not reporting properly, accurately or at the proper times, we may, at our sole discretion, charge you on a time and materials basis for the time necessary to communicate with the vessels and to request and gather proper information on your behalf.

3.12 Conflict of Interest: In the event we are actively providing forecasting, routing or performance monitoring Services for a vessel and a conflicting request to service the vessel is received from a third-party, our policy is to contact the party already subscribed to Services and to notify them of the conflicting request. We will provide a service to the third party on the basis that all parties will receive the same reports.

4. DURATION

- 4.1** The Services shall come into existence on the date the Services commenced ("**Commencement Date**").

5. CONFIDENTIAL INFORMATION

- 5.1** 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.
- 5.2** 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 our Third-Party Partners.
- 5.3** 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.
- 5.4** You acknowledge that where subscribed to tracking services pursuant to the precondition in clause 1.4, Pole Star may be required to disclose to its Third-Party Partners or a vessel owner or vessel manager/operator Your identity and/or vessels in relation to which You use the Services on the condition that information disclosed shall be treated as Confidential Information.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1** You acknowledge and agree that we and/or our Third-Party Partners own all Intellectual Property Rights in the Services. Except as expressly stated herein, these Terms do not grant you 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.

- 6.2** We confirm that we have obtained all 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.
- 6.3** You acknowledge and agree that you retain all intellectual property rights in any data, content, or materials that you upload, submit or otherwise transmit in respect of the Services, ("**User Content**") subject to clause 6.5 below.
- 6.4** You grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, host, store, reproduce, modify, create derivative works (such as reports), communicate, display and distribute your User Content solely for the purposes of providing the Services and as otherwise necessary to comply with applicable law.
- 6.5 Data Usage:** notwithstanding clause 6.4, You acknowledge and agree that we may use data provided by you in relation to your Company, or generated through your use on of On Demand ("**Company Information**") for purposes included in our Privacy Policy and for purposes of research, analysis, performance benchmarking, distribution, system analytics and improvement, display, publication and the creation of derived outputs.
- 6.6 Company Information** includes, but is not limited to, the following data:
- i. Ship information: Flag, IMO number, name
 - ii. Test information: reason, result, start date, finish date, start time and test status
 - iii. Transceiver information: Inmarsat Serial Number, manufacturer, model, number and serial number
- 6.7** Where your Company Information is used as outlined in Clause 6.5, we will ensure that all Company Information is fully anonymised such that it cannot be reasonably used to identify You, your company or any individuals associated with it.
- 6.8** We will not disclose or publish any identifiable Company Information without your prior written consent, except where such disclosure is required by applicable (a) law, (b) regulation and (c) legal process. This includes, but is not limited to, compliance with relevant data protection laws such as the General Data Protection Regulation ("**GDPR**"). Where legally permitted, we will provide you with prior notice of such disclosure.
- 6.9** At any time, You may opt out of permitting us to use of your anonymised Company Information by notifying us in writing at support@polestarglobal.com. Upon receipt of such notice, we will exclude your Company Information from any future use.

7. COMPLIANCE

- 7.1** You acknowledge that we do 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 you shall be solely responsible.
- 7.2** You acknowledge that your use of the Services shall comply with all applicable laws, statutes and regulations, including but not limited to anticorruption, antibribery, sanctions, data protection, privacy, modern slavery and so forth, and you shall not engage in any conduct that would cause Pole Star to be in violation of any laws.
- 7.3** By entering these Terms, you warrant you are 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. We may, at our own discretion, suspend or terminate the Services with immediate effect where we have the information or suspicion that you, or any affiliated entity, or other individual, or entity of connected interest, or entity you are operating including vessels are at the Commencement Date or at any time during the duration of your use of On Demand.
- 7.4** You acknowledge that we undertake periodic compliance reviews to ensure that all customers are compliant with applicable laws and regulations, including those related to sanctioned entities. As such, at our own discretion, we may request further information from you to confirm and demonstrate your compliance with the same.

8. WARRANTIES & DISCLAIMER

- 8.1** Each party represents and warrants that it is fully authorised to enter into these Terms.
- 8.2** The Services, including all Third-Party Partner services, are provided on a strictly "AS IS" and "AS AVAILABLE" basis without warranty of any kind.
- 8.3** The Services provided should under no circumstances be regarded as advice, suggestion or incitement for a certain act. Any actions undertaken by You based on the Services do not create any liability on us.
- 8.4** The Services are **not** to be used for marine safety, distress systems and/or life support services in which the failure of the Services could result in death or injury and you understand that these applications will not be accepted or supported by us.
- 8.5** 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, we do not warrant the completeness or accuracy of the information, or that your use of Services will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy your requirements.

- 8.6** Any Open-Source Software provided by us 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 these Terms.
- 8.7** You acknowledge that a Third-Party Partner may modify, or discontinue availability of, or amend its terms concerning the availability of third-party services, neither we nor our Third-Party Partner shall be held responsible for such modification and discontinuance.
- 8.8 Disclaimer of Warranties.** WE DISCLAIM 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.

9. INDEMNIFICATION

- 9.1** You agree to indemnify, hold harmless, and defend us against all liability, damages, losses, costs, or expenses (including but not limited to legal fees and expenses) incurred as a result of your breach of the licenses and rights granted herein.
- 9.2** We will indemnify, defend and hold harmless you 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. We will not indemnify, defend and hold you harmless to the extent any claim would not have arisen but for: (i) any modification of a Service not specifically authorised in writing by us; (ii) the incorporation of any feature or information provided by or requested by you into a Service; (iii) the use of a version of a Service other than the then-current version; (v) your misuse of the Services or failure to protect our Confidential Information as required herein.
- 9.3** In the event Services are held or are believed by us to infringe, we may choose, at our sole option and expense,

- i. to modify the Services so that they are non-infringing;
- ii. to replace the Services with non-infringing Services that are functionally equivalent;
- iii. to obtain a license for you to continue to use the Services as provided hereunder; or if none of options above are commercially reasonable, then
- iv. to terminate the subscription for the infringing Services and refund Fees paid, prorated from the date of any claim. This section 13.3 states our entire liability and your sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

9.4 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.

9.5 The indemnification obligations of each party under this section 9, are contingent upon the indemnified party providing to the party who has the indemnification obligation:

- i. prompt written notice of the alleged claim;
- ii. sole control of the defence or settlement of the alleged claim; and
- iii. reasonable cooperation and assistance, at the request and expense of the 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.

10. LIMITATION OF LIABILITY

10.1 Except for 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"**) however arising, whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability.

- 10.2** 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 you to us in the twelve months immediately preceding the event giving rise to the claim.

11. TERMINATION

- 11.1** We may suspend or terminate you access to On Demand immediately if you commit a breach of any material term or condition of these Terms.
- 11.2** Without affecting any other rights or remedies we may terminate the Services with immediate effect by giving written notice if you fail to be compliant with all applicable laws, statutes, regulations with particular reference to sanctions, and are found to either be directly or indirectly linked with sanctioned entities that we are prohibited from providing the Services.
- 11.3** On termination of this agreement for any reason:
- a.** all licences and rights granted under these Terms shall immediately terminate and you shall immediately cease all use of the Services;
 - b.** 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, (b) is contained in automatically made computer back-ups or c) that has been aggregated and/or anonymised such that is no longer identifies You or your Company, for purposes of analytical, statistical, research and development
 - c.** 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.
- 11.4** Where termination is based on clause 15.2 above, You acknowledge that we will follow all post termination procedural requirements as determined by OFAC at the time.

12. FORCE MAJEURE

- 12.1** 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.

13. PUBLICITY

- 13.1** We may include your company name and/or website's domain name & logo on our customer lists, testimonials and press releases related to the Services.

14. GENERAL

- 14.1 Amendments.** We reserve 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 version 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 18.8 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).
- 14.2 Assignment.** You may not assign these Terms or any rights and obligations thereunder without our prior written consent and any purported assignment in violation of this provision shall be null and void.
- 14.3 Audit.** Upon reasonable notice by us, and not more than once annually (unless prior violations have been discovered), we may request to inspect and audit relevant records to enable us to ensure your compliance with these Terms.
- 14.4 Authority.** Each person accepting these Terms on behalf of any entity hereby represents and warrants that he or she is duly authorised and has full authority to do so.
- 14.5 Communications.** You acknowledge that this account is part of the Pole Star network, and, consequently, you may receive periodic commercial announcements and information regarding our services and those of our affiliates. You may request to be removed from our news mailing list at any time. In the event of such removal, you may, however, continue to receive communications regarding the Services to which you have subscribed.

- 14.6 Governing law and Jurisdiction.** The 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.
- 14.7 No partnership or agency.** The parties are independent contractors and nothing in this Terms will be construed to create a partnership, joint venture or employment relationship between the parties.
- 14.8 Notices.** Any notice or other communication required to be given to a party under or in connection with these Terms 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 email to the address used to set up your user account.
- 14.9** 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 email, at the time of transmission, of it this time falls outside of business hours in the place of receipt, when business hours resume. For purposes of this clause, business hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 14.10 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.
- 14.11 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 your account.
- 14.12 Waiver; Unenforceable Terms.** No failure by us to enforce any of the Terms shall be construed as a waiver thereof, nor shall it affect your obligations or our rights and remedies hereunder. If any part of these Terms are 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.