

INSIGHTS API SUITE

TERMS & CONDITIONS

V4 March 2026

This document contains the terms and conditions (**Terms**) on which Pole Star Space Applications Limited (**Supplier**) will supply the Goods and/or Services (as defined below). Please read carefully

- A.** Each Website (as defined below) is operated by or on behalf of the Supplier.
- B.** The Supplier is a limited liability company registered in England and Wales under company number 03505279 and whose registered office is at C/O Rayner Essex LLP, Tavistock House South, Tavistock Square, London WC1H 9LG, email address support@polestarglobal.com. The Supplier's main trading address is 3rd Floor, The Studio Building, 21 Evesham St, London W11 4AJ and VAT number is 710 6402 81.
- C.** By using the Services, you the customer are entering into a legally binding agreement with the Supplier.
- D.** These Terms cover trials, subscription agreements, order forms, electronic agreements, invoices and other documents through which you have placed an order for the Services.
- E.** You acknowledge that you have had the opportunity to review these Terms. If you do not agree to these Terms, you do not have the right to access the Services. If you do use the Services, your use shall be deemed to be in acceptance of these Terms.

1. INTERPRETATION

1.1. Definitions.

In these Terms, the following definitions apply:

API means the Supplier's applications programming interface, available at the address as provided by the Supplier from time to time.

API Data means the information, materials, data and resources provided or made available to the Customer as part of the Services.

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Change of Control: means any event or series of events as a result of which:

- a. Any person or entity acquires direct or indirect ownership of more than 50% of the issued share capital or voting rights of the Customer;
- b. Any person or entity obtains the power to control the management or policies of the Customer (whether by ownership of shares, contract, or otherwise); or
- c. The Customer merges or consolidates with another entity, or sells all or substantially all of its assets

and in each case, where the acquiring entity or person is a competitor of the Supplier or where, in the Supplier's reasonable opinion, such Change of Control would materially adversely affect the Supplier's legitimate business interests.

Commencement Date: has the meaning set out in clause 2.2

Confidential Information: means all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information.

Contract: the Subscription Agreement, order forms, electronic agreements, invoices and other documents between the Supplier and the Customer for the supply of Services in accordance with these Terms.

Customer: you, as the person who purchases the Services from the Supplier.

Fair Use Policy: the policy for use of Services as set out in clause 5

Force Majeure Event: has the meaning given to it in clause 13.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Proposal: a Proposal for Services sent by the Supplier to the Customer (which may be given in any form, including by telephone) which is valid only for a period of 30 days from its date of issue.

Regulations: all applicable statutory and other rules, regulations, instruments and provisions in force from time to time including those relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and all other rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any authority or body and to which (in each case) either Party is subject from time to time.

Service Provider: any person to whom the Supplier delegates all or any of its obligations under these Terms or that the Supplier relies on to provide all or any part of the Services from time to time.

Service Agreement: the description or specification for the Services provided in writing by the Supplier to the Customer.

Services: the services (including any software) supplied by the Supplier to the Customer as set out in the Contract.

Supplier: Pole Star Space Applications Limited, a limited liability company registered in England and Wales under company number 03505279 and whose registered office is at C/O Rayner Essex LLP, Tavistock House South, Tavistock Square, London WC1H 9LG.

Supplier Materials: all materials, equipment, documents and other property of the Supplier and its Service Providers.

Terms: these conditions and terms as amended from time to time in accordance with clause 14.8.

Website: any website or applications programming interface (including the API) operated by or on behalf of the Supplier from time to time.

Webhook: A method of delivering real-time notifications to Customer-specified HTTPS endpoints when specified events occur within the Services.

Webhook Endpoint: An HTTPS URL maintained by the Customer that receives webhook notifications from the Supplier.

1.2. Construction.

In these Terms, the following rules apply:

- 1.2.1. A **person** includes a natural person, firm, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2. A reference to a **party** includes its personal representatives, successors or permitted assigns;
- 1.2.3. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory

provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5. A reference to **writing** or **written** includes faxes and e-mails.

2. SUPPLY OF SERVICES

2.1. The Supplier or a Service Provider shall use best endeavours to provide the Services to the Customer in accordance with the Contract in all material respects.

2.2. The Supplier will provide Services on the start date as agreed between the Parties in the Contract (Commencement Date).

2.3. The Supplier shall have the right to make any changes to the Services at its absolute discretion or which are necessary to comply with any Regulations and the Supplier shall notify the Customer in any such event (by email or otherwise).

2.4. The Supplier shall from time to time conduct scheduled and unscheduled maintenance on the Services, which may result in temporary interruptions, delays, or errors. The Supplier shall use reasonable commercial efforts to provide advance notice of such maintenance sessions, however no notice is required for emergency or unscheduled maintenance. Any unavailability caused by maintenance shall not constitute a breach of the Contract.

2.5. The Customer acknowledges that these Terms will apply to all future Services made by the Customer from the Supplier, unless otherwise notified by the Supplier. Accordingly, the Customer accepts the application of these Terms to all future Services by the Customer.

2.6. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.7. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Services or illustrations or descriptions of the Services contained in the Supplier's catalogues, brochures, documentation or Website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force. The Supplier further gives no warranty of any kind that the information contained on any Website is complete or timely, that any Website will be uninterrupted or free of errors and/or viruses, or as to the availability of any Website.

- 2.8.** These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.9.** A Proposal is an invitation to treat only and shall not constitute an offer.
- 2.10.** Without prejudice to clause 6, all API Data shall remain the absolute property of the Supplier (or its licensors, as the case may be).
- 2.11.** The Supplier grants to the Customer a non-exclusive, non-transferable, non-assignable, revocable licence (with no right to sub-licence) during the term of the Contract to use and integrate the API Data for the Customer's own internal business purposes.
- 2.12.** The Customer shall not permit end users to download the API Data, unless otherwise agreed in the Contract or by the Supplier in writing;
- 2.13.** Notwithstanding clause 2.12, the Customer may permit end users to download the API Data for
- 2.13.1.** Temporary caching (24 hours) for application performance;
 - 2.13.2.** Historical record keeping for compliance purposes, for a maximum of 90 days; and
 - 2.13.3.** Exports for end-users internal use only.
- 2.14.** The Customer shall not allow the API Data to be used in services or applications similar to the Services or the API in any material aspect, including where Customer's own services or applications provide substantially similar functions or similar outputs, or is reasonably likely to substitute for, compete with, or reduce demand for the Services of the API; and no use of the API Data shall be made by the Customer in order to circumvent or seek to circumvent the sale of the Supplier's licences of the API or API Data to third parties collectively, the "**Permitted Purposes**".
- 2.15.** Other than as permitted under clause 2.11, the Customer shall not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute (including to third parties), sell, licence, publish, display, modify, upload, store for bulk downloads for dataset creation, systematic scraping or crawling, post, transmit, create derivative works from, or in any other way create a misimpression or confusion among users with respect to affiliation or exploit in any way all or part of, the API Data.
- 2.16.** The Supplier may at its sole discretion set limits on the number of requests made via the API by the Customer. The Customer shall comply with such limits and not seek to circumvent them.

- 2.17.** For clarity, the expiry or termination of the Contact does not grant the Customer any right to use, sublicense, or otherwise exploit the API, API Data, or any part of it.
- 2.18.** The Supplier gives no warranty or guarantee as to the accuracy of the API Data or that the API Data will be error free.
- 2.19.** The Supplier Shall provide the Customer with the necessary credentials to access the API. The security of the credentials shall be the Customer's responsibility and the Supplier shall not be responsible for any unauthorised access to the API on behalf of the Customer due to any failure of the Customer to keep the same secure.
- 2.20.** The Supplier is dependent on its own data providers and licensors for the delivery of certain API Data forming part of the API Services. The Customer acknowledges and agrees that the Supplier shall not be liable to the Customer for any failure to provide, or delay in providing, the API Services to the extent that such delay is due to:
- 2.20.1.** API Data that is outside of its control; or
- 2.20.2.** The failure of any provider or licensor of API Data to the Supplier (for example, the failure of a licensor to provide the Supplier with access to API Data).

API Versioning

- 2.21.** The Customer acknowledges that Supplier may release new versions of the API from time to time. These new versions are released to provide updates, enhancements, integrations and bug fixes.
- 2.22.** Where Supplier introduces a new API version:
- 2.22.1.** Customer is responsible for updating its systems and applications to remain compatible with newly released API version. Customer acknowledges that new API versions may introduce changes that are not backward compatible;
- 2.22.2.** Customer is permitted to continue using the older version of the API whilst they make required updates to the new API version;
- 2.22.3.** Supplier will provide a guaranteed support window for 12 months for the API version that Customer has integrated; and
- 2.22.4.** Supplier will provide Customer with at least 6 months prior notice before an API version is discontinued
- 2.23.** Following the expiration of the support and notice periods outlined above in Clause 2.22, Supplier may discontinue support for the outdated API version as used by Customer. The continued availability of unsupported API versions is not guaranteed by Supplier, and Supplier shall have no obligation to maintain, operate, or provide support for such versions. Customer

acknowledges that continuing to use an older version of the API may result in reduced functionality or service interruptions.

3. CUSTOMER'S OBLIGATIONS AND WARRANTY

3.1. The Customer shall:

- 3.1.1.** Ensure that the terms of the Contract and Proposal are complete and accurate;
- 3.1.2.** Co-operate with the Supplier and its Service Providers in all matters relating to the Services;
- 3.1.3.** Provide the Supplier and its Service Providers with such information and materials as the Supplier and its Service Providers may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 3.1.4.** Prepare the Customer's equipment for the supply of the Services;
- 3.1.5.** Maintain webhook endpoints in accordance with Clause 4.2;
- 3.1.6.** Monitor webhook endpoint health and respond promptly to delivery failure notifications;
- 3.1.7.** Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start, this includes any authorisations related to tracking (such as an integrated tracking and sanctions screening solution), Customer may only use these Services with the prior authorisation of the vessel's owner(s) or operator(s); and
- 3.1.8.** Not use the Services, the API or the API Data in violation of all applicable laws and regulations, including applicable export laws such as ITAR and EAR, and will not provide access to the Services to any prohibited persons or entities.

3.2. If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- 3.2.1.** The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- 3.2.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 3.2; and
 - 3.2.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 3.3. The Customer warrants and undertakes that all Services supplied by the Supplier to the Customer will only be used by the Customer in the course of its business and at no time shall the Customer be "dealing as a consumer" (as defined in section 12(3) of the Unfair Contract Terms Act 1977).
- 3.4. The Customer warrants, represents and undertakes to the Supplier that:
 - 3.4.1. It will comply with all applicable laws, rules and regulations during the course of the Contract and not use the Services for any activity which is, or may be, unlawful;
 - 3.4.2. It will have the authority required (whether by applicable contracts, laws, rules or regulations) to enable the Supplier as agent and on behalf of the Customer to provide the Services in respect of any assets and vessels which are the subject of the Contract, and for the purposes of accessing, obtaining, using, processing or transferring the data provided to the Customer via the Services;
 - 3.4.3. It is not listed, either directly or indirectly, as a sanctioned entity or individual in any sanctions or other trade restriction list such as, but not only, those lists maintained by or on behalf of the UK, EU, UN, US, OFSI, OFAC and BIS. Supplier may, at its discretion, suspend or terminate the Services with immediate effect where it has the information or suspicion that Customer, or any affiliated entity, or other individual, or entity of connected interest, or any entity or asset that Customer owns or is operating, including (without limitation) vessels, are at the Commencement Date or at any time during the duration of the Contract have been included in a sanctions list or may be deemed sanctioned by operation of applicable law or are otherwise subject to international sanctions or other trade restrictions.
 - 3.4.4. It shall immediately notify the Supplier if it is in breach of this clause or if any of the facts set out in this clause 3.4 ceases to be true.
- 3.5. The Customer shall keep and maintain during the term of the Contract and for a period of three years thereafter full and accurate records of its use of the API Data and the terms of and use of API Data by any customers of the Customer accessing API Data ("**Records**").

3.6. Without prejudice to clause 3.5 the Supplier shall be entitled to require the Customer to disclose to the Supplier within seven days of written request full details of all customers using and/or accessing API Data.

4. WEBHOOK ENDPOINTS AND NOTIFICATIONS

4.1. Where the Services include webhook-based event notifications, the Supplier will deliver notifications to Customer-specified webhook endpoints when triggering events occur (e.g., vessel zone entries, sanctions screening alerts, position updates) (the "**Webhook Services**").

4.2. Customer Webhook Endpoint Requirements - The Customer shall:

4.2.1. Maintain one or more HTTPS endpoints capable of receiving POST requests from the Supplier's notification system;

4.2.2. Ensure webhook endpoints:

- a.** Support TLS 1.2 or higher encryption
- b.** Respond with HTTP 2xx status codes within 10 seconds
- c.** Handle webhook payloads in JSON format
- d.** Process duplicate delivery of notifications idempotently

4.2.3. Implement webhook signature verification using the signing secret provided by the Supplier to authenticate webhook requests;

4.2.4. Maintain adequate infrastructure capacity to receive webhook notifications during peak event volumes;

4.2.5. Not use the webhook endpoint to trigger actions that could result in feedback loops or cascading failures.

4.3. Webhook Event Types and Payloads

4.3.1. The Supplier reserves the right to add new event types or modify event payload schemas with:

- a.** Non-breaking changes (additional fields): No advance notice required
- b.** Breaking changes (field removal/renaming): Minimum 30 days advance notice

4.3.2. Webhook payloads shall not exceed 1MB per notification. Events generating larger datasets will include payload URL for retrieval via API.

4.4. Liability and Webhooks

4.4.1. The Supplier shall not be liable for webhook delivery failures resulting from:

- a. Customer webhook endpoint downtime or infrastructure failures
- b. Customer firewall or network configuration blocking Supplier requests
- c. Customer endpoint responding with error status codes or timeouts
- d. Force Majeure Events affecting internet connectivity

4.5. Customer is responsible for implementing appropriate error handling, logging, and monitoring of webhook endpoints.

4.6. The Supplier provides webhook delivery on a "best efforts" basis. Customer should not rely exclusively on webhooks for mission-critical notifications and should implement polling of API endpoints as a fallback mechanism.

4.7. Subject to Clause 11 (Limitation of Liability), the Supplier's total liability for webhook delivery failures shall not exceed the proportion of the Charges attributable to webhook services during the affected period.

4.8. Termination and Webhooks

Upon termination of the Contract, the Supplier will:

- 4.8.1.** Cease all webhook deliveries within 24 hours
- 4.8.2.** Delete Customer webhook endpoint configurations within 7 days
- 4.8.3.** Retain webhook delivery logs according to standard data retention policy

4.9. Customer shall not expect webhook notifications for events occurring after Contract termination, even if within API data retention periods.

5. CHARGES AND PAYMENT

5.1. The charges for the Services shall be those agreed in the Contract (Charges).

5.2. The Supplier reserves the right to:

- 5.2.1.** Increase its rates for the Charges for the Services:
 - a. To reflect any increase in the cost of providing the Services due to any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in supply costs, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
 - b. For any other reason, including Change of Control, provided that in such case such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer,

it shall notify the Supplier in writing within 3 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving written notice to the Customer; and

- c. The Supplier shall invoice the Customer at the time agreed in the Contract. If no time is set out in the Contract, the Supplier may issue the invoice at any time after the Contract has been formed and covering such period in advance as the Supplier determines, being in most cases (determined at the Supplier's discretion) six months in advance.

5.3. the Supplier shall invoice the Customer monthly in advance unless otherwise agreed in the Contract or between the parties in writing.

5.4. All invoices shall be sent via email unless the Customer specifically requests that invoices are sent by post (in which case the Supplier reserves the right to add an administration charge of £5 (or equivalent in the currency of the invoice)).

5.5. Unless otherwise agreed in the Contract, the Customer shall pay each invoice submitted by the Supplier:

5.5.1. Within 30 days of issue; and

5.5.2. In full and in cleared funds in the currency and to a bank account specified in the invoice, and time for payment shall be of the essence of the Contract.

5.6. In the event that the Customer does not comply with these payment provisions the Supplier reserves the right to charge a reasonable administration fee per invoice.

5.7. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

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

5.8.1. Suspend any Services provided to the Customer and/or

5.8.2. 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.

5.9. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. FAIR USE POLICY

- 6.1.** Where the Customer's use of the Services causes charges to be incurred over and above the Charges (**Excess Charges**), the Supplier reserves the right to charge the Customer for any Excess Charges.
- 6.2.** Any charge for Excess Charges may be determined by the Supplier from time to time acting reasonably and will be mutually agreed with Customer.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1.** All Intellectual Property Rights in or arising out of or in connection with the Services (including any information or data obtained, generated or provided through the API, underlying technology, datasets, methodologies, derivative works, and know-how) shall be owned by the Supplier. No rights are granted to Customer except as expressly set out in these Terms.
- 7.2.** To the extent that any Intellectual Property Rights created in the course of the Services vest in the Customer by operation of law or otherwise, including derivative works, the Customer hereby assigns (by way of assignment of present and future rights) without payment all such Intellectual Property Rights to the Supplier with full title guarantee. If a further assignment is required or if the Customer is unable to assign such Intellectual Property Rights as there are differences between the laws of England and Wales and the applicable law, the Customer shall forthwith execute all documents that may be necessary to effect the transaction that most closely resembles the commercial intent of an assignment and is permitted in the relevant territory. Pending the above assignments and remaining formalities relating to such assignments, the Customer shall hold all such Intellectual Property Rights on trust for the Supplier.
- 7.3.** Notwithstanding clause 7.2, the Customer will retain all Intellectual Property Rights in all data, content, materials contributed by Customer in connection with the Services or the API, and all that utilize the API.
- 7.4.** The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the

Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

7.5. All Supplier Materials are the exclusive property of the Supplier.

8. ANTI-BRIBERY AND SANCTIONS

8.1. The Customer shall:

- 8.1.1.** Comply with all Regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- 8.1.2.** not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 8.1.3.** Have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance by it and the associated persons of that party (including all employees, agents, consultants and sub-contractors) with the Relevant Requirements and clause 10.1.2 and will enforce them where appropriate;
- 8.1.4.** Promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract; and
- 8.1.5.** Provide such supporting evidence of compliance with this clause as the Supplier may reasonably request from time to time.

8.2. The Supplier shall not be responsible for monitoring or reporting on the compliance of vessels which receive the Services with laws and regulations in any jurisdiction, including any sanctions laws and regulations, for which the Customer shall be solely responsible. If the Supplier suspects or becomes aware of a breach of any such laws, it shall be entitled to immediately cease providing the Services and report such breach (including by providing Personal Data) to any relevant government, regulatory or judicial body without liability to the Customer.

8.3. Breach of this clause 8 shall be deemed a material breach under clause 12.1.

9. DATA PROTECTION

- 9.1.** The Customer acknowledges and agrees that the Supplier and the Service Providers will by virtue of the provision of the Services come into possession of personal data regarding the Customer, its employees and officers (**Personal Data**).
- 9.2.** The Customer shall be the 'controller' of the Personal Data.
- 9.3.** The Customer acknowledges and agrees that the Supplier and the Service Providers may use, process, store and/or transfer the Personal Data:
- 9.3.1.** In connection with the provision of the Services to the Customer and any other customers of the Supplier;
 - 9.3.2.** to incorporate the Personal Data into databases controlled by the Supplier or any Service Provider for the purpose of administration, provisioning, reconciliation, analysis and reporting and meeting any legal or regulatory obligation imposed from time to time on the Supplier or the Service Provider (as applicable);
 - 9.3.3.** To integrate third-party tools, including user guidance and analytics platforms, into the Services to provide feature announcements, in-app tips, usage guidance, and to better understand how users interact with Supplier's products. These tools operate only after user login and are used to support service improvement and user experience. Where such tools are used, any data collected is processed in anonymised form and does not include any personally identifiable information. These tools do not affect Customer's rights or obligations under these Terms and are used solely to enhance the delivery and usability of the Services;
 - 9.3.4.** To communicate to the Customer regarding the products and services of the Supplier by voice, letter, or email. The Customer may withdraw consent to any such communications (or use of the Personal Data save as is necessary for the provision of the Services and the fulfilment of the Parties' obligations under these Terms and/or the Contract) by delivering a notice to the Supplier in accordance with the provisions of these Terms; and/or
 - 9.3.5.** In accordance with clause 8.2.
- 9.4.** The Customer warrants and represents that it has obtained and will continue to obtain all legally required consents and permissions from the relevant parties, including its employees, customers and data subjects, for the use, processing and transfer of Personal Data and will in all respects abide by the terms of all applicable data protection laws and regulations.

10. CONFIDENTIALITY

- 10.1.** A party (Receiving Party) shall keep in strict confidence all Confidential Information which has been disclosed to the Receiving Party by the other party or a Service Provider (Disclosing Party) its employees, agents or subcontractors. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive the termination of the Contract.
- 10.2.** The provisions of clause 10.1 shall not apply to Confidential Information that:
- 10.2.1.** The Receiving Party can prove, using written records, was known to the Receiving Party or in its possession before that information was acquired from, or from some person on behalf of, the Disclosing Party;
 - 10.2.2.** Is in or enters the public domain through no wrongful default of the Receiving Party or any person on its behalf, provided that this clause 10.2.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
 - 10.2.3.** The Receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence;
 - 10.2.4.** Is required to be disclosed by any Regulations or court order, provided that the Receiving Party shall use all reasonable endeavours:
 - a.** To give the Disclosing Party as much written notice of the disclosure as it reasonably can to enable the Disclosing Party to seek a protective order or other action protecting the Confidential Information from disclosure;
 - b.** To furnish only that portion of the Confidential Information that it is legally obliged to disclose; and
 - c.** To consult with the Disclosing Party with a view to agreeing the timing and content of any such disclosure;
 - 10.2.5.** The Receiving Party can prove, using written records, was independently developed by any of the Receiving Party's employees who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the Disclosing Party;

- 10.2.6.** Because of its nature is not capable of protection as confidential information even if it remains secret; or
- 10.2.7.** May be used by the Supplier for the provision of the Services to other customers in accordance with clause 9.3.1

11. LIMITATION OF LIABILITY AND INDEMNITY

- 11.1.** Nothing in these Terms or any Contract shall limit the liability of the Supplier for death or personal injury resulting from the Supplier's negligence or for any other liability that cannot be excluded or limited by law.
- 11.2.** The warranties stated in these Terms and each Contracts are in lieu of all other Terms, warranties or other terms that might be implied into or incorporated into these Terms (as applicable) whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.
- 11.3.** It is the Customer's responsibility to ensure that the Services are suitable for its needs. The Supplier expressly disclaims all warranties that **(i)** the Services or any part thereof will be error- free, **(ii)** the Services will operate without interruption or will be compatible with any other software or hardware or **(iii)** information and materials located or obtained through use of the Services are timely, accurate, relevant or complete.
- 11.4.** For the avoidance of doubt, the Supplier 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 the Services.
- 11.5.** To the extent permitted by law, the Supplier shall not be liable for any delay or failure in complying with its obligations under these Terms or Contract if and to the extent that such delay or failure is due to the delay or failure by the Customer to comply with its obligations under these Terms or the Contract.
- 11.6.** The Supplier relies on equipment and services that are outside of its control (for example, mobile hardware units onboard vessels or located on the Customer's property) and on a number of third parties (for example, Service Providers) to provide the Services. The Customer acknowledges and agrees that the Supplier shall not be liable to the Customer for any failure to provide, or delay in providing, the Services to the extent that such failure or delay is due to:
 - 11.6.1.** equipment that is outside of its control (for example, because a hardware unit used to provide the Services is not switched on or fully functional);

- 11.6.2.** Operation of the Services by the Customer with hardware operation systems or software not supplied by the Supplier;
 - 11.6.3.** The failure of any Service Providers (including suppliers of satellite, internet and other electronic services); or
 - 11.6.4.** Customer Webhook endpoint failures, including downtime, timeouts, or inadequate infrastructure capacity to handle webhook volumes.
- 11.7.** The use and deployment of the Services is the Customer's responsibility and the Supplier shall not be responsible for such use or deployment.
- 11.8.** In performing its obligations under these Terms and Contract, the Supplier shall be entitled to rely upon any instructions, authorisations or approvals (verbal or written) provided to it or its Service Providers by the Customer (or any person acting for or on behalf of the same), and to the extent permitted by law the Supplier shall have no liability for breach of these Terms or Contract to the extent it has relied on the same.
- 11.9.** Subject to clause 11.1, in no event shall the Supplier be liable for any negligence or other tortious loss or for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Supplier is advised of the possibility of loss, liability, damage or expense):
- 11.9.1.** Loss of revenue;
 - 11.9.2.** Loss of actual or anticipated profits (including for loss of profits on contracts);
 - 11.9.3.** Loss of the use of money;
 - 11.9.4.** Loss of anticipated savings;
 - 11.9.5.** Loss of business;
 - 11.9.6.** Loss of operating time or loss of use;
 - 11.9.7.** Loss of opportunity;
 - 11.9.8.** Loss of goodwill;
 - 11.9.9.** Loss of reputation;
 - 11.9.10.** Loss of, damage to or corruption of data; or
 - 11.9.11.** Any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in clauses 11.9.1- 11.9.11).

Subject to the other exclusions set out in the Contract, direct financial and other loss not excluded by this clause is accepted by the Supplier up to the limits set out in clause 11.1.

11.10. Subject to clause 11.1, the Supplier is not responsible for the Customer's use of the Services and accordingly shall not be responsible for any loss of the Customer arising from the use of the Services other than the charges paid for the same. Accordingly, subject to clause 11.1:

11.10.1. The total liability of the Supplier under or in connection with each Contract (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the lesser of: **(i)** £10,000; and **(ii)** the Charges payable under the Contract in respect of the first six months of the term of the Contract.

11.11. Subject to clause 11.1, the Supplier accepts no liability or responsibility in respect of its obligations under these Terms or Contract to any person that is not a party to these Terms. The Customer shall indemnify the Supplier against any loss, expense, damage or cost (including legal costs and disbursements) incurred or suffered by the Supplier as a result of or in connection with any claim brought against the Supplier by any person that is not a party to these Terms that relates to these Terms, Contract or the Services provided under any of the same.

11.12. The Customer shall indemnify and keep indemnified on demand the Supplier against any and all liability, loss, expense, damage or cost (including legal costs and disbursements) incurred or suffered by the Supplier as a result of or in connection with:

11.12.1. The Supplier carrying out its obligations under these Terms or Contract in accordance with the terms and Terms of these Terms or the Contract (as applicable);

11.12.2. The Supplier acting on the instructions, authorisations or approvals of the Customer, Customer or any person acting for or on behalf of the same; or

11.12.3. The Customer breaching any of these Terms or Contract.

11.13. If any limitation or exclusion of liability provision set out in these Terms or Contract is held to be invalid under any applicable statute, rule of law or court of competent jurisdiction then it shall to that extent be deemed omitted, but if any party thereby becomes liable for loss or damage which would otherwise have been excluded or limited such liability shall be subject to the other limitation and exclusion of liability provisions set out in these Terms and the Contract.

12. TERMINATION

12.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

12.1.1. The other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;

12.1.2. The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

12.1.3. The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.1.4. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

12.1.5. The other party (being an individual) is the subject of a bankruptcy petition or order;

12.1.6. A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

12.1.7. An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

12.1.8. A floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 12.1.9.** A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 12.1.10.** Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.1 to clause 12.1.9 (inclusive);
 - 12.1.11.** The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - 12.1.12.** The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 12.2.** Without limiting its other rights or remedies, the Supplier may terminate the Contract:
- 12.2.1.** By giving the Customer 2 months' written notice;
 - 12.2.2.** with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment; or
 - 12.2.3.** With immediate effect by giving written notice to the Customer if the Customer undergoes a Change of Control.
- 12.3.** Without affecting any other rights or remedies, The Supplier may also suspend or terminate the Services with immediate effect with written notice, if the Customer fails to be compliant with all applicable laws, statutes, regulations with particular reference to sanctions and/or other trade restrictions or controls, or are deemed by Supplier to be directly or indirectly subject to sanctions or other trade restrictions or controls, in any way whatsoever, including (without limitation) **(i)** appearing in lists of designated persons maintained by OFAC, BIS, OFSI, the UN, the EU or any other sanctions regulator or authority, including any successor or replacement sanctions regulator or authority (the Lists); **(ii)** being owned or controlled by any such designated person(s) in any of the Lists; **(iii)** owning, operating, managing or in any other way being connected with a sanctioned vessel, aircraft or other assets appearing in any of the Lists; and/or **(iv)** trading or otherwise engaging with a designated person or persons in any of the Lists, or persons (corporate or natural) connected with any of them, to the extent that (in our sole opinion) there is a risk that we may be placed on any of the Lists or may otherwise infringe and/or be penalised under or in relation to sanctions or other trade restrictions or controls by continuing to provide the Services.
- 12.4.** Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier in accordance with clause 4.9;

13. CONSEQUENCES OF TERMINATION

13.1. On termination of the Contract for any reason:

- 13.1.1.** The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 13.1.2.** The Customer shall return all of the Supplier Materials which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises or assets and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 13.1.3.** Where the Contract is terminated other than by the Customer under clause 13.1, any pre-paid fees by the Customer for Services which have not been received by the Customer shall only be repaid by the Supplier to the Customer at the Supplier's absolute discretion;
- 13.1.4.** All licences and rights granted under these Terms shall immediately terminate and Customer shall immediately cease use of all Services;
- 13.1.5.** Upon request of the other party, each party shall permanently cease use or destroy (at the other party's option) all property belonging to the other party then in its possession, including (without limitation) all Confidential Information, all API Data, together with any copies and certify in writing to the other party, the completion of this cessation or destruction process, as the case may be. 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;
- 13.1.6.** 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 the Contract which existed at or before the date of termination or expiry; and
- 13.1.7.** Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. FORCE MAJEURE

- 14.1.** For the purposes of these Terms and the Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport or communication network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or a Service Provider.
- 14.2.** The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3.** If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 3 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

15.1. Assignment and subcontracting

- 15.1.1.** The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party
- 15.1.2.** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.1.3.** In addition to the above, the Customer **(i)** hereby authorises the Supplier to provide any information provided to it under or in connection with these Terms to any Service Provider; and **(ii)** shall afford to each Service Provider the rights and benefits afforded to the Supplier under these Terms during any time that the Service Provider is engaged in carrying out any or all of these Terms.

15.2. Notices

- 15.2.1.** Any notice or other communication required to be given to a party under or in connection with the Contract or these Terms shall be in writing, in English language,

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 including (without limitation) where the registered office cannot be determined or located, after reasonable investigation) its principal place of business, or sent by email to the address specified in the Contract.

15.2.2. 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, and "Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in London, England are commonly open for business

15.3. Waiver

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.4. Communications

Customer acknowledges that these Services are provided as part of the Pole Star Global network, and, consequently, you may receive periodic commercial announcements and information regarding our services and those of our affiliates. Customer may request to be removed from our news mailing list at any time. In the event of such removal, Customer may, however, continue to receive communications regarding the Services to which you have subscribed.

15.5. Audit

Upon reasonable notice by Supplier, and not more than once annually (unless prior violations have been discovered), Supplier may request to inspect and audit relevant records to enable us to ensure your compliance with these Terms.

15.6. Severance

15.6.1. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.6.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.7. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.8. Third parties.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.9. Amendments

Supplier 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 Customer. The Terms shall be deemed to be automatically updated or amended in accordance with any such notice under clause 14.2 with effect from the date falling 30 days from the date that it is deemed received by Customer (or such other later date set out in the notice). Any update or amendment made under this clause shall apply to Contract made both before and after the effective date of such update or amendment.

15.10. Entire Agreement

15.10.1. The Contract and these Terms:

- a.** constitutes the entire agreement between the parties with respect to the subject matter of the Contract; and
- b.** supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or Terms, whether oral or written, express or implied between the parties relating to such subject matter.

15.10.2. Each party acknowledges to the other that it has not been induced to enter into the Contract by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other

party or any other person save for those contained in the Contract. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of the Contract shall be for breach of contract under the terms of the Contract and it shall have no right of action against any other party in respect of any such representation, promise, assurance, warranty or undertaking.

15.10.3. This clause shall not exclude any liability which either party would otherwise have to the other or any right which either of them may have to rescind the Contract in respect of any statements made fraudulently by the other prior to the execution of the Contract or any rights which either of them may have in respect of fraudulent concealment by the other.

15.11. Survival of Obligations

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

15.12. Governing law and jurisdiction.

These Terms and Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.