

## MTI PLATFORM

# TERMS & CONDITIONS

v.1 January 2026

These Terms and Conditions govern the use of the **MTI** services (the "**Platform**", "**MTI**"), offered through web-interface on <https://mti.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**" or "**MTI Services**").

By using the Services, you the customer (hereinafter referred to as "**the Customer**", "**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**").

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**"). This Terms will govern the Customer's initial order as well as any future orders made by the Customer that references the initial Subscription Agreement.

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 the Customer subscribes, registers, and pays all associated Fees and for the period set out in the Subscription Agreement ("**Subscription Term**").
- 1.2** The Maritime Transparency Index provides comprehensive vessel transparency assessments through data-driven analysis of vessel behavior, ownership structures, operational compliance, and physical condition. MTI delivers transparency scores on a 6-level scale from "Hard Dark" (0) to "Transparent" (5), enabling strategic intelligence and risk assessment across multiple dimensions of vessel transparency.

- 1.3** We shall provide technical support services for Goods and Services via email: [support@polestarglobal.com](mailto:support@polestarglobal.com), or via telephone at (+44) 020 7313 7403.
- 1.4** 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.
- 1.5** 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.
- 1.6** 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. TRIAL SUBSCRIPTIONS**

- 2.1** Access to the Services for trial and evaluation purposes ("**Trial Subscription**") are subject to these additional provisions.
- 2.2** You 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 You 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, including but not limited to full API access, portfolio analytics capabilities, or custom risk threshold configurations.
- 2.5** If You do not enter a paid Subscription Term, your right to access and use the Services will be terminated 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 PASSWORD(S)

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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).
- 3.5 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.

### 4. AUTHORISED USE OF THE SERVICES

- 4.1 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 Subscription Term.
- 4.2 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.
- 4.3 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.
- 4.4 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, including MTI's proprietary scoring methodology, algorithms, or transparency assessment frameworks.

- (ii) systematically downloading data from any of the Services and/or utilising any automated means to download data from any of the Services outside of authorised API access provisions.
- (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), transparency scores, risk assessments, and analytical methodologies) which are owned by Pole Star or its Third-Party Partners.
- (v) use MTI scores, assessments, or methodologies to develop, train, or enhance competing vessel risk assessment, transparency scoring, or maritime intelligence products.

## 5. SUBSCRIPTION TIERS AND VESSEL-BASED LICENSING

- 5.1 MTI Services are provided through tiered subscription packages based on the number of authorised users and vessels monitored: - **MTI Starter**: 1-5 users - **MTI Growth**: 6-10 users - **MTI Professional**: 11-20 users - **MTI Enterprise**: 21-30 users - **MTI Enterprise Plus**: 30+ users with unlimited vessel monitoring
- 5.2 Each subscription tier includes base vessel monitoring capacity with additional vessel-based pricing tiers as specified in the Subscription Agreement. You shall not exceed the authorised number of users or vessel monitoring limits without upgrading to the appropriate subscription tier.
- 5.3 You agree to monitor and report actual usage to ensure compliance with subscribed tier limits. Pole Star reserves the right to audit usage and adjust billing accordingly.

## 6. DURATION AND RENEWAL

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

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

## **7. FEES**

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

**7.2** All invoices shall be sent electronically unless You 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)).

**7.3** 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.

**7.4** 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.

**7.5** Without limiting any other right or remedy of Pole Star, if You fail to make any payment due to Pole Star under the Subscription Agreement by the Due Date for payment, 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.

## **8. TRANSPARENCY SCORE METHODOLOGY AND APPEALS**

**8.1** MTI employs a proprietary heuristic scoring algorithm that weights multiple risk factors based on their empirical correlation with adverse vessel outcomes and compliance failures. The methodology evaluates vessel behavior patterns, operational compliance, ownership transparency, reporting integrity, and sustainability performance.

**8.2** Transparency scores are provided on a 6-level scale: - Level 5: TRANSPARENT - Exemplary compliance, best-in-class operations - Level 4: SOFT LIGHT - Strong compliance, clear

ownership, modern vessels - Level 3: SOFT GRAY - Meets standards, transparent ownership, limited issues - Level 2: HARD GRAY - Below industry standards, occasional non-compliance - Level 1: SOFT DARK - Complex ownership, multiple compliance issues - Level 0: HARD DARK - Hidden ownership, poor condition, frequent violations.

- 8.3** You may submit feedback or appeal requests regarding vessel scores through the customer feedback mechanism provided within the Services. All appeals must include specific supporting documentation or evidence of data inaccuracies.
- 8.4** Pole Star will review all properly submitted appeals and respond within a reasonable timeframe. However, Pole Star reserves the right to score vessels based on its best judgment and the facts available. Final scoring decisions remain at Pole Star's sole discretion.
- 8.5** Pole Star shall not be liable for any business decisions, financial losses, or other consequences resulting from the Customer's reliance on MTI scores, even if a score is subsequently revised following an appeal.

## 9. CONFIDENTIAL INFORMATION

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** You acknowledge that where subscribed to tracking services pursuant to the precondition in clause 1.5, 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.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1** You acknowledge and agree that we and/or our Third-Party Partners own all Intellectual Property Rights in the Services, including all algorithms, methodologies, scoring frameworks, analytical models, and proprietary assessment techniques used in MTI. 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.
- 10.2** 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.
- 10.3** You acknowledge that MTI's transparency assessment methodology, including its multi-factor risk model, scoring algorithms, and analytical frameworks, constitute valuable proprietary intellectual property of Pole Star and are protected as trade secrets.
- 10.4** 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 10.6 below.
- 10.5** 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.
- 10.6 Data Usage:** notwithstanding clause 10.4, You acknowledge and agree that we may use data provided by you in relation to your Company, or generated through your use on of the Platform ("**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.
- 10.7 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

- 10.8** Where your Company Information is used as outlined in Clause 10.6, 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.
- 10.9** 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.
- 10.10** 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](mailto:support@polestarglobal.com). Upon receipt of such notice, we will exclude your Company Information from any future use.

## **11. COMPLIANCE**

- 11.1** You acknowledge that MTI provides risk assessment intelligence and transparency scoring to inform decision-making but does not operate as a regulator and we 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.
- 11.2** 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.
- 11.3** 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 the Platform.
- 11.4** 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.

## 12. WARRANTIES AND DISCLAIMER

- 12.1** Each party represents and warrants that it is fully authorised to enter into these Terms.
- 12.2** The Services, including all Third-Party Partner services, are provided on a strictly "AS IS" and "AS AVAILABLE" basis without warranty of any kind.
- 12.3** The Services provided should under no circumstances be regarded as advice, suggestion or incitement for a certain act. MTI transparency scores and risk assessments are intelligence tools designed to inform decision-making, not replace independent judgment. Any actions undertaken by the Customer based on the Services, including underwriting decisions, vessel selection, financing approvals, or enforcement actions, do not create any liability on us.
- 12.4** 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.
- 12.5** MTI scores and assessments are based on available data at the time of calculation and may not reflect all material information about a vessel. Due to a variety of factors including: limitations of data availability and quality; inherent delays in regulatory reporting; the dynamic nature of vessel operations and ownership; data transmission limitations; erroneous or incomplete information from source systems; the complexity of beneficial ownership structures; and other factors, We do not warrant the completeness, accuracy, or timeliness of MTI scores and assessments, 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.
- 12.6** We specifically disclaim any warranty that MTI scores will accurately predict future vessel behavior, compliance outcomes, or risk events. Past transparency scores are not guarantees of future vessel performance or compliance.
- 12.7** 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.

- 12.8** 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.
- 12.9** You acknowledge that a Third-Party Partner may modify, or discontinue availability of, or amend it terms concerning the availability of third-party services, neither we nor our Third-Party Partner shall be held responsible for such modification and discontinuance.
- 12.10 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.

## 13. INDEMNIFICATION

- 13.1** 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, or arising from business decisions made in reliance on MTI Services.
- 13.2** 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 Services 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.
- 13.3** 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.

**13.4** 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.

**13.5** The indemnification obligations of each party under this section 13, 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.

## 14. LIMITATION OF LIABILITY

**14.1** 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.

**14.2** Without limiting Section 14.1, Pole Star shall not be liable for any losses or damages resulting from: (i) business decisions made in reliance on MTI scores or assessments; (ii) vessel selection, financing, underwriting, or operational decisions informed by the Services; (iii) inaccuracies or incompleteness in transparency scores; (iv) delays in score updates or alert

notifications; (v) failure of the Customer to conduct independent due diligence; or (vi) adverse outcomes involving vessels with high MTI transparency scores.

- 14.3** 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.

## 15. TERMINATION

- 15.1** 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.
- 15.2** 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.
- 15.3** 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.
- 15.4** Without affecting any other rights or remedies, Pole Star may terminate the Services with immediate effect by giving written notice to the Customer if Pole Star has the information or suspicion that the Customer or any affiliated entity or other individual or entity of connected interest, or entity the Customer is operating including vessels, fails to be compliant with all applicable laws, statutes, regulations with particular reference to sanctions, and is found to either be directly or indirectly linked with sanctioned entities that Pole Star is prohibited from providing the Services to.
- 15.5** 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.

**15.6** Where termination is based on clause 15.4 above, You acknowledge that we will follow all post termination procedural requirements as determined by OFAC at the time.

## **16. FORCE MAJEURE**

**16.1** 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.

## **17. PUBLICITY**

**17.1** 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.

## **18. GENERAL**

**18.1 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).

**18.2 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.

- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 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.
- 18.9** 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.
- 18.10 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.
- 18.11 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.

**18.12 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.