

# Terms of Service

## Subscription Agreement

This Subscription Agreement (the “Agreement”) is a legal contract between you (“you” or “Client”) and Veson Nautical LLC (“Veson”). The Agreement governs your purchase and use of the various services (collectively, “Services”, and each a “Service”), whether fee-based or free of charge, offered through websites operating under the Covered Domains (collectively, “Websites”, and each a “Website”). Your use of the Services is conditioned on your acceptance of this Agreement. By accessing or using any of the Websites or Services, you accept and agree to be bound by all the terms and conditions of this Agreement, as well as any additional terms specific to the particular Services for which you register. If you do not agree to the terms and conditions of this Agreement you are not authorized to access and use the Website or any Service. As outlined further below, Veson reserves the right, at its sole discretion, to change, modify, add or delete portions of this Agreement at any time. Your continued use of any of the Websites or Services after any such changes constitutes your acceptance of the new Agreement. Since this is a binding legal agreement between you and Veson, please print a copy of this Agreement for your records.

### 1. THE SERVICES

Veson will provide you with the Services for which you register on any of the Websites, subject to the terms and conditions of this Agreement. You acknowledge that the Services may be offered in various separately priced service levels (“Subscriptions”) and you will only receive the Subscriptions that you have registered for, and for which you are paying all associated fees. Descriptions of each Service, and the various Subscriptions that are available for each Service, are available on the Website.

Veson reserves the right to modify, enhance, or supplement the Services at any time in its sole discretion, provided that if Veson proposes to make material changes to the Services, Veson will provide you with notice of those modifications and/or include notice of the applicable changes on the applicable Website. See also Section 5 below.

### 2. REGISTRATION PROCESS

To sign up for or receive any Service, you must submit or maintain on file with Veson certain registration data, as requested by the Veson online registration form for the Service. Such registration data shall include, but not be limited to, your name, address, email address, company name, and other billing information. Veson reserves the right, in its sole discretion, to refuse any registration or Service activation request for any reason or no reason, and shall not be obligated to provide any Service to you unless and until it has received payment of the applicable fee. It is important for you to protect against unauthorized access to your password and to your computer. Veson’s use of your registration information is governed by the Q88 [Privacy Notice](#) (“Privacy Notice”) and [Confidentiality Agreement](#) which are hereby incorporated into this Agreement by reference. By entering into this Agreement with Veson, you assent to the terms of the Q88 [Privacy Notice](#).

### 3. YOUR PROMISES AND OBLIGATIONS

AS A CONDITION OF RECEIVING ANY SERVICES, YOU PROMISE, REPRESENT, AND WARRANT THE FOLLOWING.

1. All of the registration information you supply to Veson is true, complete, and accurate, and you will notify Veson of any changes to your registration data during the term of this Agreement and submit updated information to Veson promptly and, in any event, within twenty (20) days of any such changes;
2. You will safeguard your account user name and password by not disclosing your password to any third party, and you will assume responsibility for any and all harm or liability attributable to you or any other person accessing your account or any Services with your user name and password;
3. You will not copy, sell, redistribute, license, sublicense, or otherwise transfer your account, or any materials provided to you in connection with the Services, to any third party without Veson’s written consent;

4. Except as otherwise expressly permitted by Veson, you will not display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service;
5. You acknowledge and agree that you are expressly prohibited from systematically downloading data from any of Websites or Services and/or utilizing any automated means to download data from any of the Websites or Services;
6. You will comply with this Agreement, the [Privacy Notice](#), [Terms of Use](#), [Confidentiality Agreement](#) and all laws and regulations governing your actions under this Agreement and the use of the Services;
7. You will not use information obtained via the Services or the Websites to send unsolicited commercial emails or “spam”; and
8. You have full power and authority to enter into this Agreement and to perform your obligations hereunder.
9. You will comply with applicable privacy and data protection laws, including the General Data Protection Regulation of the European Union (“GDPR”).
10. The Services or elements thereof are subject to export control laws and economic sanctions regulations of the United States and may be subject to similar laws and regulations of the United Kingdom, European Union, Singapore and other countries. You hereby warrant that you will not export, re-export, access or grant access to the Services to any Sanctioned Person. For the purposes of this Agreement, a Sanctioned Person shall mean at any time: (i) any country or territory that is the subject of country-wide or territory-wide sanctions or embargo, including, but not limited to, as of Effective Date, the Crimean Region of Ukraine, Cuba, North Korea, Iran and Syria, or any Person located in, organized under the laws of, citizen of, or ordinarily resident in such country or territory; (ii) any Person listed on the Specially Designated Nationals and Blocked Persons List or other sanctions-related list maintained or administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the European Union, Her Majesty’s Treasury of the United Kingdom, or the United Nations Security Council; (iii) the Government of Venezuela and agencies and instrumentalities thereof; (iv) any Person owned fifty percent or more in the aggregate by one or more of the Persons described in clauses (i), (ii), or (iii) of this sentence; or (v) any Person listed on the Entity List or Denied Persons List maintained by BIS.
11. Client also certifies that it is not a Sanctioned Person nor owned, controlled by, or acting on behalf of a Sanctioned Person. Client further agrees that it will not use, or allow others to use, the Services to support or facilitate business with Sanctioned Persons in any manner that violates or causes a violation by any person of U.S. economic sanctions regulations.

Without limiting its other remedies, Veson may refuse or cancel your account or Services at any time for any violation of the foregoing promises. To assure compliance with this Agreement, including, without limitation, Section 3B above, Veson reserves the right, but does not have the duty, to monitor your compliance with this Agreement, including, without limitation, by monitoring the frequency and locations of computers using the Services.

#### **4. PAYMENT**

You agree to pay Veson any set-up fees and recurring subscription fees as shown on an Order Form or as listed on the Website for the Services you select. Completion and submission of any Service activation form or Order Form authorizes Veson to submit invoice to the company in your registration for all such fees and any related taxes corresponding to the selected Services. Such charges will be invoiced upon signature and thereafter annually in advance for each year. Unless otherwise agreed in writing at the time of purchase, all fees are due 30 (thirty) days from date of invoice.

Any failure to pay the amounts due under this Agreement will be a material breach of your obligations under this Agreement. Without limiting any other remedies available to Veson, YOU AGREE TO FULLY REIMBURSE VESON FOR ANY COSTS AND EXPENSES THAT VESON MAY INCUR IN CONNECTION WITH COLLECTING OR ATTEMPTING TO COLLECT ANY SUCH UNPAID AMOUNTS.

#### **5. PRICING CHANGES AND OTHER MODIFICATIONS**

Subscriptions are based on a set of features and/or usage limitations for each part of the Services. Veson may change its Service fees, or any other terms of this Agreement, at any time by updating the applicable pricing information or other terms posted on the Websites and informing you by e-mail about the changes. New pricing terms will become effective upon sixty (60) days notice. Changes to terms not related to pricing will become

effective seven (7) days after such notification, unless Client delivers to Veson written notice of objection to such amendment within seven (7) days following such notification. If Client delivers such notice of objection, then Veson may, by notice to Client, elect to either provide that the amendment will not apply to Client, or require the amendment to apply to Client subject to allowing Client to terminate this Agreement as of the proposed effective date of the amendment.

## **6. TERM AND TERMINATION**

The term of this Agreement will begin on the earlier of (i) the date of Client's signature or (ii) the date that Veson accepts your initial registration and will continue in force for twelve (12) months, unless otherwise agreed in writing (the "Initial Term"). Thereafter, the term shall automatically renew for successive one (1) year periods unless either party provides written notice of non-renewal at least 60 days prior to the expiration of the then-current term. At any time, either party may terminate this Agreement immediately upon written notice if the other party (a) fails to comply with any payment requirement or material provision of this Agreement and fails to cure such noncompliance within 30 days following written notice from the terminating party of such noncompliance or (b) becomes insolvent, or becomes the subject of a bankruptcy, receivership or similar action or proceeding that is not dismissed within 30 days. In any event, this Agreement will automatically terminate upon the termination of the Services hereunder. Promptly upon termination of this Agreement, at any time and for any reason, Client shall cease use of the Services.

At any time after activation of a Service, Veson may cancel that Service (or Veson may discontinue the Service completely by providing written notice, in which case the Service will terminate on the date specified in the cancellation notice.

Sections 9 through 15 of this Agreement shall survive and remain in effect notwithstanding any termination of this Agreement.

## **7. REFUNDS**

Payments are nonrefundable except as otherwise expressly set forth in this Agreement.

## **8. OWNERSHIP RIGHTS**

You agree and understand that the Services and all graphic designs, icons, HTML code, computer programming, and other elements incorporated therein or in any page under the Covered Domains are the exclusive property of Veson. In addition, you acknowledge that Veson owns all right, title, and interest in and to Veson's trademarks, trade names, service marks, inventions, copyrights, trade secrets, patents, technology, software, and know-how related to the design, function, or operation of the Services. Your rights to the Services are strictly limited to the rights expressly granted in this Agreement.

## **9. Customer Data**

Certain Services may allow you to provide and store information to be published or displayed on public areas of the Websites, or transmitted to other users of the Websites or third parties (collectively, "User Contributions"), vessel-related information, and documents and records relating to vessels and crew members. All User Contributions will be treated in accordance with the [Privacy Notice](#). Some Services may also allow you to authorize Veson to "publish" certain User Contributions and other data (collectively, "Published Data"), including specific vessel data fields, documents and forms, that you have uploaded through the Websites. Notwithstanding anything to the contrary herein or in the [Privacy Notice](#), if you authorize Veson to "publish" any Published Data, you grant Veson a perpetual, worldwide, royalty-free, fully paid-up right and license (with the right to sublicense) to publicly display, reproduce, modify for the purpose of formatting for display, and distribute such Published Data, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) including, without limitation, the Websites, and authorize third parties to do the same, without restriction. Veson and/or its affiliates own and retain the right to collect, use in any lawful manner and disclose aggregated, anonymized data or other data that is not Confidential Information (as defined in the [Confidentiality Agreement](#)). Additionally, Veson may use the anonymous results of your Veson account for displaying aggregated benchmark reports on the Website and within the Services.

## **10. DISCLAIMER OF WARRANTY**

Veson makes no guarantees of any kind regarding the use or the results derived from any Services in terms of dependability, accuracy, security, timeliness, availability, reliability, or usefulness. The Services and all related materials are provided on a strictly "AS IS" basis without warranty of any kind. VESON HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES AND RELATED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. VESON DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE SUITABLE FOR YOUR NEEDS OR YOUR INTENDED APPLICATIONS, THAT THE SERVICES WILL BE COMPATIBLE WITH OR OPERATE IN THE HARDWARE, SOFTWARE, OR WEBSITE CONFIGURATIONS THAT YOU SELECT, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **11. LIMITATION OF LIABILITY**

IN NO EVENT WILL VESON, ITS OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, LOSS OR DAMAGE OF DATA, AND DAMAGE TO BUSINESS REPUTATION, UNDER ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE TOTAL, CUMULATIVE LIABILITY OF VESON, ITS OFFICERS, DIRECTORS, EMPLOYEES AND/OR AGENTS (IN THE AGGREGATE) UNDER THIS AGREEMENT EXCEED THE AMOUNT RECEIVED BY VESON FROM YOU UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT VESON IS NOT RESPONSIBLE FOR ANY OF YOUR DATA RESIDING ON THE VESON HARDWARE. YOU ARE RESPONSIBLE FOR BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE VESON HARDWARE, WHETHER OR NOT SUCH INFORMATION IS PRODUCED THROUGH THE USE OF THE SERVICE.

The above limitations of liability shall not apply in with respect to any damages that are proven to be caused by the willful misconduct of Veson.

## **12. INDEMNIFICATION**

You agree to indemnify, hold harmless, and (at Veson's request) defend Veson and its officers, directors, shareholders, and representatives from and against any and all liability, damages, losses, costs, or expenses (including but not limited to attorneys' fees and expenses) (a "Loss") incurred in connection with any claim related to (a) your breach of any term, condition, representation, warranty, or covenant in this Agreement; or (b) the User Contributions and other information you supply to Veson or make available to any third party, including your registration data and the content of the e-mails corresponding to the ones you submit from Veson, including any Losses related to Veson's reproduction, distribution, or display of User Contributions to the extent such Loss is caused by the User Contributions. This obligation shall survive any termination of your relationship with Veson.

## **13. SOLE AND EXCLUSIVE REMEDY**

If you are dissatisfied with any portion of any Service, your sole and exclusive remedy is to cancel your account or your subscription to the given Service according to this Agreement.

## 14. SOLE AND EXCLUSIVE REMEDY

**14.1 Governing Law and Venue.** The laws of the Commonwealth of Massachusetts and the United States govern this agreement. You hereby consent to the exclusive jurisdiction of and venue in courts, state or Federal, located in the Commonwealth of Massachusetts in all disputes arising out of or relating to this Agreement or your use of the Services and any action commenced by you against Veson or by Veson against you.

**14.2 Additional Terms.** This Agreement, along with Veson's other terms, conditions, and policies referenced herein and/or made available on the Websites, including, without limitation, the [Privacy Notice](#), [Terms of Use](#), and [Confidentiality Agreement](#), constitute the entire agreement between you and Veson with respect to the Services.

**14.3 Force Majeure.** A party shall not be liable in the event that such party is unable to perform any of its obligations (other than payment obligations) under this Agreement due to an unavoidable event beyond its control, provided that the party so affected promptly gives notice to the other party and uses commercially reasonable efforts to promptly resume performance.

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

**14.5 Notices.** Except as provided otherwise herein, any notice given under this Agreement will be made by email and will be effective on the business day after it is sent.

**14.6 Assignment.** You may not assign this Agreement or any rights and obligations thereunder without the prior written consent of Veson and any purported assignment in violation of this provision shall be null and void.

**14.7 Communications.** You acknowledge that your account is part of the Veson network, and, consequently, you will receive periodic commercial announcements and information regarding Veson's services. You may request to be removed from the Veson's 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 and your account with Veson.

## 15. PUBLICITY

Veson may include your company and/or Website's domain name & logo on its customer lists, testimonials and press releases related to the Services.

## 16. QUESTIONS

If you have any questions about this Agreement or the Services, please contact Veson by email at [support@Q88.com](mailto:support@Q88.com).

We look forward to doing business with you and hope you find our Services valuable.

Last Updated: September 1, 2022