

VeriSTAR - TERMS OF USE



1. DEFINITIONS

- 1.1 **“BV”** means as of today Bureau Veritas SA, incorporated as a “société anonyme” (joint-stock company) listed in the Nanterre Trade and Companies Register under No. 775 690 621 and having its registered office located at 67/71 boulevard du Château, 92200 Neuilly Sur Seine, France, Tel.: +33 1 55 24 70 00 – Fax: +33 1 55 24 80 88, or any other fully owned and controlled affiliated company of Bureau Veritas SA.
- 1.2 **“Client”** means any individual or entity who has entered into a Service Agreement with Bureau Veritas.
- 1.3 **“Deliverables”** means the documents that are to be delivered by BV to the Client pursuant to the Service Agreement.
- 1.4 **“My VERISTAR”** means the mobile application of VERISTAR available to each Client having obtained Right of Access to VERISTAR.
- 1.5 **“Right of Access”** means the Right of Access to VERISTAR which is granted by BV to the Client for each User and to which a login and a password are associated.
- 1.6 **“Service Agreement”** means any and all contract for provision of services entered into between the Client and BV.
- 1.7 **“Terms of Use”** mean these Terms of Use that govern access to and use of the VERISTAR website and its mobile application My VERISTAR.
- 1.8 **“User”** means any individual designated by the Client and to whom a login and a password are allocated for accessing the VERISTAR website and its mobile application My VERISTAR.

2. ACCESS TO VERISTAR

- 2.1 BV hereby grants to the Client one or more Rights of Access for accessing VERISTAR and My VERISTAR. Access to VERISTAR by any of the Client’s User’s will be understood as the irrevocable acceptance of these Terms of Use by the Client, which he acknowledges having taken note of. Any access to VERISTAR by the Client implies the Client’s acceptance of the latest version of the applicable Terms of Use.
- 2.2 The main services available to the Client on VERISTAR and its mobile application My VERISTAR are:
 - Access to data and documents related to the contracts, audits, reports, certificates, invoices;
 - Access audit preparation documents; Interact on line to prepare audits, schedule audits, resolve audit findings post the audits (non conformities);
 - Access a statutory snapshot and visual timeline of Client’s fleet;
 - Closely monitor selected vessels through notifications with customizable frequencies and push options;
 - Access vessel key information, class & statutory documents, visual survey planner, timeline views of incoming activities as well as a vessel locator;
 - Search for and contact BV’s personnel or offices;
 - Request surveys, audits & MLCs and class attestations;
 - Preview and access the latest class & statutory news.
- 2.3 BV reserves the right to change the services and the content of the VERISTAR website and/or the My VERISTAR mobile application at any time and without any prior notice.
- 2.4 The Client is responsible for defining, for each Right of Access granted to one of its Users, the scope of access, i.e. total or restricted, to the services and documents available on VERISTAR and/or the My VERISTAR.
- 2.5 Access to VERISTAR and/or the My VERISTAR is subject to each User using their login and password supplied by BV. The logins and the passwords are not transferrable. The login and/or the password may be changed by BV at the Client’s request or by BV subject to having given the Client prior notice of such change.
- 2.6 Any operation performed on VERISTAR, and/or the My VERISTAR by a User shall be deemed to have been performed by the Client, who is solely liable for safeguarding the confidentiality of the login and of the password, and for the use that is made of them. BV may under no circumstances be held liable for loss of the login and/or of the password of a User or for fraudulent use of the login and/or of the password of a User for accessing VERISTAR.
- 2.7 No Right of Access granted to the Client shall authorise any direct or derived use of VERISTAR or of its content, or any use, recording of lists, descriptions, or product prices, or any posting or copying of information other than the information for which express provision is made, or any exploration or mining of data conducted using extraction tools, except for those supplied by BV.

3. DATA INTERCHANGE

- 3.1 The Client undertakes to take all steps they deem appropriate and sufficient to protect and to safeguard the data and documents that belongs to him and that is stored, distributed, or available on VERISTAR or My VERISTAR.
- 3.2 The Client can upload documents on VERISTAR or My VERISTAR in .doc, .xls, .pdf, .pps, .zip format whose size do not exceed 20 Mo per document.
- 3.3 The Client guarantees the integrity of the documents uploaded by him on VERISTAR and that these documents do not contain any virus, spyware or any other malicious software that could affect BV’s network or information system.
- 3.4 The Client undertakes to ensure that the messages, questions or queries left on VERISTAR do not contain any racist, insulting, offensive, vulgar, threatening, or pornographic content or any incitement to violence, or anything defamatory to any third party, or more generally anything that is against the law.
- 3.5 The Deliverables being made available by BV on VERISTAR is the equivalent of them being delivered, the delivery date being deemed to be the date on which the Deliverables are made available on VERISTAR.

4. INTELLECTUAL PROPERTY - CONFIDENTIALITY

- 4.1 “Bureau Veritas”, “VERISTAR” (including “My VERISTAR”), and the other names, trademarks, and trade names, registered or otherwise (hereinafter referred to as the “Brands”) under which BV and its affiliated companies carry on their businesses are and remain fully owned by BV or by its affiliated companies.
 - 4.2 Any use of the Brands by the Client is strictly forbidden unless BV gives prior written authorisation for such use.
 - 4.3 Each party undertakes not to disclose and to keep confidential any information that is identified as being “confidential” and that is disclosed to them by the other party, and each party undertakes to ensure that the said information shall not be used in any way by either of the parties for their benefit or for the benefit of any third party, unless the other party gives them express written authorisation to do so.
 - 4.4 Any Client visiting My VERISTAR Application shall strictly undertake not to make:
 - Any reproduction, repeat, modification, extraction or re-use of all or part of the information and data published on the Application or which is required for its operating;
 - Any deterioration, unauthorized downloading, DDoS attack, misappropriation of Application information and content, attempt to circumvent or damage security devices, phishing, fraudulent introduction into My VERISTAR infrastructure, etc.;
 - And generally, any Application use which does not comply with the purpose hereof and/or which may damage its integrity or availability, and/or My VERISTAR’ interests and exclusive rights.
- My VERISTAR controls network traffic in order to identify attempted unauthorized use of the Application. Whoever uses the Application agrees to the said control. My VERISTAR therefore reserves the right to take legal action against any person who is responsible for breaching the aforementioned bans.

5. DURATION OF THE CONCEDED RIGHT OF ACCESS

Unless otherwise specified, each Right of Access to VERISTAR is granted to the Client for an indefinite term and may be cancelled by BV or by the Client at any time, subject to giving prior written notice of one (1) month.

6. SUSPENSION

- 6.1 BV reserves the possibility of suspending or of cancelling a User’s Right of Access to VERISTAR in the event that the said User does not comply with these Terms of Use, or the Service Agreement,, after the Client has been given a formal demand to comply by email, and after the said formal demand has remained vain for thirty-six (36) hours after it has been sent. In the event of serious breach or violation, BV may suspend or cancel a User’s Right of Access to VERISTAR without sending any prior formal demand or notification.
- 6.2 BV may, at its sole discretion, suspend temporarily any or all of the VERISTAR services for security reasons or for the purposes of maintenance, repair, servicing, and/or improvement of the systems. In such case, BV SA undertakes to perform such operations as quickly as possible.

7. TECHNICAL RESOURCES – SECURITY

- 7.1 The Client acknowledges that they have the skill and resources necessary for accessing and using VERISTAR. The Client also acknowledges that they have checked that: (i) the browser used does indeed make it possible to safely access the VERISTAR



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website; (ii) that the computer configuration used contains no virus; and (iii) that it is in good working order.

7.2 The Client and the Users undertake not to hinder or to disrupt the operation of VERISTAR.

7.3 The Client is informed and accepts that BV cannot maintain optimum security, even though BV undertakes to take all necessary steps to prevent any breach of the security system.

7.4 In spite of the procedures implemented by BV to ensure that VERISTAR or My VERISTAR are secure, third parties may fraudulently insert their links to other websites or to other Internet sources, or may even alter its content, without it being possible for BV to oppose such action instantly. In such a case, BV may not be held liable for such external sources and websites being made available, and cannot assume any liability as regards their content, and as regards whether the advertisements, products, services or any other material available on or from such external sources or websites are accurate, up-to-date, of good quality, exhaustive, relevant, or legal.

7.5 BV undertakes to inform the Client of any established or suspected security-related incident, regardless of whether or not the personal data are impacted.

7.6 My VERISTAR mobile application functions 24/24 hours and 7/7 days. However, if a force majeure event occurs, the connection is slow or the Application is overloaded or unavailable due to electronic communication networks, access to all or part of the Application may be slowed down or interrupted. Furthermore, My VERISTAR may undertake corrective or preventive maintenance on the Application or its hosting facilities. Accordingly, My VERISTAR does not assume any guarantee of availability or continuous access to the Application.

8. PROTECTION OF PERSONAL DATA

8.1 BV acknowledges and guarantees that it, its subcontractors, and its suppliers shall comply with the laws and regulations applicable with regard to respecting privacy, and in particular shall comply with Directive 95/46/EC of the European Parliament and of the Council on the protection of personal data.

9. LIABILITY

9.1 The Client undertakes, when using VERISTAR and My VERISTAR, to comply with these Terms of Use, and with the applicable laws and regulatory provisions. The Client is responsible towards BV for the compliance of each User with these Terms of Use.

9.2 BV declines any liability for direct or indirect property damage or consequential losses, punitive damages, legal fees such as financial loss, loss of data, computer viruses or bugs, loss resulting from an error, or consequent arising from late receipt of Deliverables, or from information consulted or downloaded on VERISTAR or My VERISTAR, or loss or shortfall when any request or query is made or entered on VERISTAR or My VERISTAR, and any damage or loss that might be consequent upon consultation of the Website or the Application, or upon use of their content by anyone whomsoever, as well as in the event of lateness in updating the information, or of errors or omissions in the content of these pages, in particular due to fraudulent alterations made by third party (intrusion, virus, etc.).

9.3 The VERISTAR Website and My VERISTAR Application may include hypertext links to third party Applications on the internet network. VERISTAR and My VERISTAR has no means of controlling the content of such third party Websites or Applications which remain entirely independent of the VERISTAR or My VERISTAR. In addition, the existence of a link between the Website or the Application and a third party Website or Application never means that VERISTAR or My VERISTAR approve the content of such Website or Application on any grounds whatsoever and therefore the use that may be made of such content. Accordingly, VERISTAR and My VERISTAR' liability shall never be committed on the grounds of a third party Website or Application which the Client may access via the Website or Application. In the same way, VERISTAR and My VERISTAR decline all liability as regards the content of Applications which direct to the Application.

9.4 BV and/or its partners may not be held liable for the improper use of VERISTAR or My VERISTAR by the User, for unavailability of VERISTAR or My VERISTAR, and, in general, for any disturbance whatsoever that might result from difficulties related to the operation of the Website or the Application (cases of *force majeure*, difficulties related to the structure of the telecommunications network, or to any technical difficulties, or any down times whatsoever for maintenance or failure).

9.5 The Client shall be liable if he does not systematically log off from the VERISTAR Website or the My VERISTAR Application by clicking the "Quit"/"Log-off" button in order to interrupt his secure session and to keep the information confidential.

10. COOKIES

10.1 VERISTAR and My VERISTAR use Cookies. "Cookies" are files which are placed on your computer or mobile phone when you visit the Website or Application. They record information required for your computer to browse the Website or Application.

10.2 Website and Application visitor can object to cookies' recording. The Client is free to configure his/her internet browser or use third party software to define rules relating to cookies. Accordingly, the Client can accept all cookies, be warned when a cookie is sent, or refuse all cookies. If cookies are refused, the Client may not be able to enjoy functionalities connected to the Website or Application's customized features. Website or Application visitor is invited to set his/her browser's preference rules, options or tools relating to cookies.

10.3 VERISTAR and My VERISTAR only use technical cookies that are strictly required to provide the service (IP address, browser and OS used, number of pages visited, Website or Application provenance address, etc.). Furthermore, VERISTAR and My VERISTAR use cookies for statistical data processing purposes. These cookies supply detailed information on the number of persons who accessed the Website or Application, the access mode and number of visits to the Website or Application.

10.4 VERISTAR or My VERISTAR may use service providers, software or third party components for cookies' management. They may record cookies in the name of VERISTAR or My VERISTAR.

11. LANGUAGES

11.1 In case these Terms of Use were translated into another language than, and in case of conflict between the two versions, it is agreed that the English version shall prevail.

12. JURISDICTION

12.1 These Terms of Use are governed by French Law. Any dispute relating to VERISTAR and to these Terms of Use shall be the exclusive competence of the *Tribunal de Grande Instance* (Regional Court) of Nanterre.

