



VeriSTAR - TERMS OF USE

These Terms of Use applies to all authorized Users accessing to and using VERISTAR and My VERISTAR, as defined further.

1. DEFINITIONS

1.1 "BV" means as of today Bureau Veritas Marine & Offshore SAS, incorporated as a "société anonyme" (joint-stock company) listed in the Nanterre Trade and Companies Register under No. 821 131 844 and having its registered office located at 8, Cours du Triangle, 92800 Puteaux, 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 Group.

1.2 "Client" means any individual or entity who has entered into a Service Agreement with Bureau Veritas, and which access to and use of VERISTAR and My VERISTAR are granted for one or more Users.

1.3 "Deliverables" means the documents that are to be delivered by BV to the Client pursuant to the Service Agreement.

1.4 "Documentation": documentation of any kind relating to the different elements of the VERISTAR website and My VERISTAR mobile application, and particularly the technical documentation, user documentation, the operating manual documenting all the user accessible functionalities, as well as, where appropriate, and generally all online documentation.

1.5 "My VERISTAR" means the mobile application of VERISTAR available to each Client having obtained Right of Access to VERISTAR, and downloadable at Google Play, AppStore.

1.6 "Right of Access" means the Right of Access to VERISTAR and My VERISTAR which is granted by BV to the Client for each User and to which a login and a password are associated.

1.7 "Service Agreement" means any and all contract for provision of services entered into between the Client and BV.

1.8 "Terms of Use" mean these Terms of Use that govern access to and use of the VERISTAR website and its mobile application My VERISTAR.

1.9 "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.

1.10 VERISTAR means this website, accessible at www.veristar.com.

2. PURPOSE AND MAIN FEATURES OF VERISTAR AND MY VERISTAR

2.1 VERISTAR AND My VERISTAR aim to enable Client and Users to collect and exchange in a structured manner all documents and data associated with the Client's ships.

2.2 VERISTAR AND My VERISTAR are available online and may include features and IT applications developed and owned by its partners.

2.3 The key features available to Client and Users on VERISTAR and 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 and 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 and MLCs and class attestations;
- Preview and access the latest class and statutory news.

2.4 BV reserves the right to change the services and the content of the VERISTAR website and/or My VERISTAR mobile application at any time and without any prior notice.

2.5 Documentation is available online on VERISTAR.

3. CONDITIONS FOR ACCESSING TO VERISTAR AND MY VERISTAR

3.1 Access to and use of VERISTAR and My VERISTAR by the Client and each of its Users are conditioned by the acceptance by the Client of these Terms of Use. Any access to VERISTAR by the Client implies the Client's acceptance of the latest version of the applicable Terms of Use.

3.2 The Client ensures that Users will access and use VERISTAR and My VERISTAR for the sole purpose of their professional activities and that Users will make not use information for non-professional purposes and inconsistent with the purpose of VERISTAR and My VERISTAR.

3.3 It is expressly stated that any other use of VERISTAR and/or My VERISTAR, in any form and in any place whatsoever is illegal, including any distribution of the service or use of the service by third parties or by competitors of the Bureau Veritas group.

4. USER ACCESS PROFILE

4.1 The Client is the sole liable towards BV for the definition of each User access profile to VERISTAR and My VERISTAR, and for the type of access granted to its Users (i.e. total or restricted), to the services and documents available on VERISTAR and/or My VERISTAR.

4.2 The Client will be liable for:

- Granting Users the necessary rights for inserting the publication and sharing of data on VERISTAR and My VERISTAR, prior to their uploading and for the duration of their inclusion on VERISTAR and My VERISTAR;
- Verification of each User's access profile for which it requests the creation of an access, update or deletion of profiles.

4.3 BV shall not in any way be held liable for any failure resulting from performance or non-performance of such undertakings, as well as any failure of the Client in defining or updating each User's access profile.

5. IDENTIFICATION

5.1 Access to VERISTAR and/or My VERISTAR is subject to each User using their login and password supplied by BV. The logins and the passwords are confidential and not transferrable. The login and/or the password may be changed by BV at the Client's request or by BV subject to prior written notice to the Client. The Client is sole responsible for identification, security and use of the login and passwords in compliance with these Terms of Use.

5.2 The Client ensures, on the basis of an obligation of result, to keep the logins and passwords secret and to obtain from its Users the same commitment concerning the logins and passwords allocated to them.

5.3 In case of loss or theft of the logins and passwords, the Client will immediately inform BV of this by fax or e mail, with acknowledgement of receipt, so that BV can disable the corresponding access.





5.4 Any operation performed on VERISTAR and/or My VERISTAR by a User shall be deemed to have been performed by the Client, who is liable for safeguarding the confidentiality of the logins and of the passwords, 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 and/or My VERISTAR.

5.5 The Client, or BV upon the Client's request, may change the identifiers or suspend access of a User in the event that BV would be informed of a use of a user account non-compliant with these Terms of Use.

5.6 In case of change of Users, the Client may delete, or ask BV to delete, the corresponding logins and passwords.

5.7 The Client shall inform immediately BV of any unauthorized use or access to Users' accounts or to VERISTAR and/or My VERISTAR.

5.8 When selecting the option, the Client may create client admin accounts ("Client Admin Accounts") in VERISTAR. For the avoidance of doubt, this option is not available in My VERISTAR. This type of account enables the Client to:

- Create new user accounts without BV's validation. When the Client creates a new account, the User of this account is deemed to have agreed with these Terms of Use;
- Validate accesses to ships and ISM certified companies;
- Grant temporary access to third parties without BV's validation. In this case, the accesses are generated automatically. This service is billable for non-BV clients. The Client shall not, in any case, give temporary access to other classification society.

The Client shall be solely responsible for accesses given and understand that Users will have access to its own information.

The Client Admin Account allows access to an Admin page where the Client will have access to a "master fleet", a list of ISM companies and a list of Users associated with this Account. The Client Admin Account does not allow the Client to add a new ship to its fleet without BV's validation.

6. DATA INTERCHANGE

6.1 The Client undertakes to take all steps it deems 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.

6.2 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.

6.3 The Client guarantees the integrity of the documents uploaded by him on VERISTAR and/or My 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.

6.4 The Client undertakes to ensure that the messages, questions or queries left on VERISTAR and/or My 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 not counterfeiting any third party's intellectual property rights, or more generally anything that is against the law.

6.5 The Deliverables being made available by BV on VERISTAR and/or My 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 and/or My VERISTAR.

7. INTELLECTUAL PROPERTY

7.1 Trademarks

"Bureau Veritas", "VERISTAR", "My VERISTAR" and the other names, trademarks, logos, domain names, trade names, whether registered or unregistered under which BV and its affiliated companies carry on their businesses, are and remain fully owned by BV and/or by its affiliated companies.

Any use of the Brands by the Client is strictly forbidden unless BV gives prior written authorisation for such use.

7.2 VERISTAR and MyVERISTAR

The VERISTAR website, the My VERISTAR mobile application and their respective components, including but not limited to drawings, models, images, texts, photos, graphic charts, software, search engines, source and object codes, the associated documentation, as well as all website and application design documents (architecture, site arborescence, navigation, design, screens), files, data, information, and the presentation of the service (screens, hyperlinks, look and feel), are and remain the exclusive property of BV.

These Terms of Use do not transfer any ownership rights in the VERISTAR website nor in the MyVERISTAR mobile application to the Client.

7.3 Access to and use of VERISTAR and MyVERISTAR

As the holder of intellectual property rights on the VERISTAR website and the MyVERISTAR mobile application, BV grants the Client and the Users a non-exclusive, revocable, non-transferable right to access and use of the VERISTAR website and the MyVERISTAR mobile application, for a price defined in the Service Agreement, for the duration defined in section 9, worldwide.

The Client shall use the VERISTAR website and/or the My VERISTAR mobile application in accordance with the Documentation and these Terms of Use for purposes of operating its business and not for further resale or distribution.

The Client understands and agrees that each User must obtain one individual access to the VERISTAR website and/or the My VERISTAR mobile application. An access may not be shared among two or more Users.

The Client will not: (i) make any reproduction, copy, modification, extraction or re-use of all or part of the information and data published on the VERISTAR website and the MyVERISTAR mobile application or which is required for its operating; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the VERISTAR website and/or the My VERISTAR mobile application available to any third party (other than Users and Client as expressly authorized by these Terms of Use); (iii) use the VERISTAR website and/or the My VERISTAR mobile application to collect, transmit or process (a) infringing, offensive, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; or (b) send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iv) interfere with or disrupt the integrity or performance of the VERISTAR website and/or the My VERISTAR mobile application; or (v) attempt to gain unauthorized access to the VERISTAR website and/or the My VERISTAR mobile application; (vi) use or knowingly permit the use of any security testing tools in order to probe,





scan or attempt to penetrate or ascertain the security of the VERISTAR website and/or the My VERISTAR mobile application, without the prior agreement of BV and provided any security testing shall be scheduled at a mutually agreed-upon time; (vii) access the VERISTAR website and/or the My VERISTAR mobile application for the purpose of building a similar or competitive offering; (viii) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the VERISTAR website and/or the My VERISTAR mobile application or any part thereof or otherwise attempt to discover any source code or modify the VERISTAR website and/or the My VERISTAR mobile application. The Client shall make reasonable efforts to report to BV and use reasonable efforts to stop any copying or distribution of the VERISTAR website and/or the My VERISTAR mobile application that is known by the Client or Users. The Client shall not impersonate another user or provide false identity information to gain access to or use the VERISTAR website and/or the My VERISTAR mobile application. The Client is responsible for the Users' compliance with these Terms of Use.

VERISTAR and My VERISTAR controls network traffic in order to identify attempted unauthorized use of the website and the application. Whoever uses the VERISTAR website and/or the My VERISTAR application agrees to the said control. BV reserves the right to take legal action against any person who is responsible for breaching the aforementioned limitations.

7.4 Database

As the producer of the database made available to the Client, BV grants the Client the following rights of use: (i) the right of access to the VERISTAR website and to the My VERISTAR mobile application; (ii) a manual or automatic integration right of its data into the VERISTAR website and to the My VERISTAR mobile application, in accordance with the procedures available on the VERISTAR website and the My VERISTAR mobile application; (iii) the right to modify and update its data; (iv) a limited right to extract its own data, and the data shared between the Client and the Users. To this end, the Client is authorized to extract and reproduce either in paper or electronic form, and to integrate its own data to other components or databases; (v) all of these rights are exclusively intended for personal and internal use by the Client. The Client hereby acknowledges and agrees that BV has implemented technical means for control any extraction made by the Client.

Therefore, the Client shall not: (i) access, view and retrieve data other than those specified in this section; (ii) make any modification of the VERISTAR website and/or the My VERISTAR mobile application, and shall insert in the database relevant data only; (iii) reproduce, adapt, modify, alter, arrange or translate VERISTAR and/or My VERISTAR; (iv) alter in any manner VERISTAR and My VERISTAR structure; (v) market, redistribute (for a price or at no cost) all or part of VERISTAR and/or My VERISTAR or the extracted data.

In any case, access and use of VERISTAR and/or My VERISTAR and data by Users shall be under the sole control, management, risk and responsibility of the Client.

The right of access implies only the availability of data hosted on VERISTAR and My VERISTAR.

7.5 Methods, know-how and tools

BV shall retain ownership of the methods, know-how or tools that it owns and that are used to achieve the VERISTAR website and the My VERISTAR mobile application. Consequently, the Client undertakes not to develop, directly or indirectly, an identical or similar website or mobile application to VERISTAR and/or My VERISTAR, for the

entire duration of these Terms of Use and two (2) years after the termination or expiration date of these Terms of Use.

8. CONFIDENTIALITY

8.1 The parties undertake to keep confidential all information which has come to their attention within the framework of these Terms of Use, by any means whatsoever, on any medium whatsoever, in writing or orally.

8.2 The parties expressly undertake to have all their personnel comply, regardless of their status, with the same obligation of secrecy and confidentiality for all the information referred to above.

8.3 The parties acknowledge that any failure on their part to comply with their obligations of secrecy and confidentiality shall cause serious damage to the other party, which may claim compensation.

8.4 Each party undertakes to adopt the measures which it takes itself with regard to its own confidential information or data in order to prevent communication or disclosure to third parties.

8.5 The parties expressly state that any information communicated by one party to the other, and which may have one of the following characteristics, shall not be regarded as confidential if the other party was aware of it prior to communication by the other party or if the information was in the public domain or if the information was disclosed by a third party which was entitled to do so.

9. DURATION OF THE CONCEDED RIGHT OF ACCESS

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

10. SUSPENSION - AVAILABILITY

10.1 BV reserves the possibility of suspending or cancelling a User's Right of Access to VERISTAR in the event that a User does not comply with these Terms of Use, or the Service Agreement, after the Client has been given a formal demand by e-mail to comply with these Terms of Use, and after such formal demand has remained vain for thirty-six (36) hours after it has been sent. In the event of a material breach, BV may suspend or cancel a User's Right of Access to VERISTAR and My VERISTAR, without any prior written notice.

10.2 BV may, at its sole discretion, suspend temporarily any or all of the VERISTAR and My VERISTAR services for security reasons or for the purposes of maintenance, repair, servicing, and/or improvement of the systems. In such case, BV undertakes to perform such operations as quickly as possible.

10.3 BV will make its reasonable endeavors to make VERISTAR and My VERISTAR available 24/24 hours and 7/7 days. However, if (i) a force majeure event occurs, (ii) the connection is slow or (iii) the VERISTAR website or My VERISTAR mobile application is overloaded or unavailable due to electronic communication networks, access to all or part of the VERISTAR website or My VERISTAR mobile application may be slowed down or interrupted. Furthermore, VERISTAR and My VERISTAR may undertake corrective or preventive maintenance. Accordingly, BV does not assume any guarantee of availability or continuous access to the VERISTAR website and to the My VERISTAR mobile application.

11. TECHNICAL RESOURCES - SECURITY

11.1 The Client declares that it has the necessary skills and resources for accessing and using VERISTAR and/or My





VERISTAR. The Client also undertakes that: (i) the browser the Client will use allows a secure access to the VERISTAR website and/or the My VERISTAR mobile application; (ii) that its computer configuration contains no virus; and (iii) that its IT resources are in good working order.

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

11.3 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.

11.4 In spite of the procedures implemented by BV to ensure that VERISTAR or My VERISTAR are secure, third parties may fraudulently insert some links to third party websites or to third party Internet sources, or may even alter its content, preventing BV to stop such action immediately. In such a case, BV shall not be held liable for such external sources and websites being made available, and cannot assume any liability in regards of their content, and in regards of 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.

12. PROTECTION OF PERSONAL DATA

12.1 Each party shall be responsible for carrying out the formalities it is required to carry out under personal data protection laws and regulations, in particular the French Act No. 78-17 of January 6, 1978, on Data Processing, Data Files and Individual Liberties (the "French Data Protection Act").

12.2 Each party warrants to the other that it has complied and will comply with applicable personal data protection laws and regulations, in particular in relation to cross border flows outside the European Union.

12.3 Pursuant to the French Data Protection Act, the individual whose data are used by each of the parties have a right to access, modify and rectify and inquire about such data. Unless otherwise stated in the personal data collection form, such right may be exercised by contacting each party concerned at the respective registered offices.

13. EVIDENCE

13.1 The computer records stored on the computer systems of BV under reasonable conditions of security will be regarded as evidence of communication, and shall take precedence over the Client's document stored on written medium or electronic file in case of inconsistency with any such document of the Client.

14. LIMITED GUARANTEE

14.1 It is expressly agreed that access to the VERISTAR website and the MyVERISTAR mobile application is provided "as is" and without any guarantee of any kind whatsoever, whether express or implicit, including although not limited to, implicit guarantees of conformity to a particular use.

14.2 BV does not make any warranty on the compatibility of the Client's web browser used by the Client and the VERISTAR website.

15. LIABILITY

15.1 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.

15.2 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 VERISTAR or My VERISTAR, 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.).

15.3 The VERISTAR website and My VERISTAR mobile application may include hypertext links to third party Applications on the internet network. VERISTAR and My VERISTAR have 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 VERISTAR and/or My VERISTAR and a third party website or application never means that BV approves the content of such third party's website or application on any grounds whatsoever and therefore the use that may be made of such content. Accordingly, BV's liability shall never be committed on the grounds of a third party's website or application which the Client may access via VERISTAR and/or My VERISTAR. In the same way, BV declines all liability regarding the content of third party's websites or applications directing to VERISTAR and/or My VERISTAR.

15.4 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 VERISTAR and/or My VERISTAR (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).

15.5 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.

16. FORCE MAJEURE

16.1 Either Party shall not be in breach of these Terms of Use, nor liable for any failure or delay in performance of any obligations under these Terms of Use arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), including but not limited to acts of God, fire, flood, earthquake, windstorm or other natural disaster, war, civil war, riots...

16.2 The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the force majeure event. any party that is subject to a force majeure event shall not be in breach of these Terms of Use, provided that it promptly notifies the other party in writing of the nature and extent of the force majeure event causing its failure or delay in performance.

16.3 If the force majeure event prevails for a continuous period of more than two (2) consecutive months, any party may terminate these Terms of Use by giving fifteen (15) days written notice to the other party. On the expiry of this notice period, these Terms of Use will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of these Terms of Use occurring prior to such termination.





17. INSURANCE

17.1 The Client waives the right and undertakes to have its insurers waive the right to any action and any third party claim against Bureau Veritas and its insurers, except in case of gross negligence and willful misconduct.

18. COOKIES

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

18.2 VERISTAR and My VERISTAR 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 VERISTAR and My VERISTAR customized features. VERISTAR or My VERISTAR visitor is invited to set his/her browser's preference rules, options or tools relating to cookies.

18.3 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 VERISTAR or My VERISTAR, the access mode and number of visits to VERISTAR or My VERISTAR.

18.4 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.

19. LANGUAGES

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

20. JURISDICTION

20.1 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.

