

Terms and conditions for PrimeShip-PSC intelligence

These terms and conditions of use (hereby referred to as “the terms of use”) set forth the conditions of use for the system service for supporting the improvement of PSC performance and ship management system (hereby referred to as “the service”) provided by PrimeShip-PSC Intelligence (hereinafter, the “Platform”) developed by NIPPON KAIJI KYOKAI(Class NK) (hereby referred to as “NK”). The users registered pursuant to the procedures set forth in Article 3 of the terms of use (hereby referred to as “the users”) shall use the service in accordance with the terms of use.

Article 1 (Application)

1. The purpose of these terms of use is to set forth the conditions of use for the service and the rights and obligations between the users and NK. The terms of use shall apply to any use of the service between the users and NK.
2. If any part of these terms of use conflicts with any other explanation, etc. of the services provided in any place other than in these terms of use, the provisions of these terms of use shall prevail.

Article 2 (Definition)

Unless otherwise defined, the following terms used in the terms of use shall have the following respective meanings:

- (1) “Applicant” means a person who wishes to use the service.
- (2) “Free User” means, among the users, a user who is an owner or operator of an NK-classed vessel or an owner or operator of a vessel with respect to which NK has conducted ISM, ISPS or MLC and the audit or inspection information thereof is registered with NK.
- (3) “Paid User” means, among the users, a user who does not fall under the definition of a Free User.
- (4) “Price List” means the fee estimate attached hereto which contains information on the usage fees related to the provision of the service to a Paid User, and the Price List is hereby incorporated into the terms of use.
- (5) “ISM” means the audit and certification in accordance with the International Safety Management Code (ISM Code) conducted by NK.
- (6) “ISPS” means the audit and certification in accordance with the International Ship and Port Facility Security Code (ISPS Code) conducted by NK.

- (7) “MLC” means the inspection and certification in accordance with the 2006 Maritime Labour Convention (MLC 2006) conducted by NK.
- (8) “NK-classed vessels” means, individually or collectively, ships with respect to which classification of ships are approved and certificates of classification are issued by NK.
- (9) “NK fleets” means, individually or collectively, ships registered with the Platform regardless of classification of the ship.
- (10) “PSC” means the port state control inspection which port state control officers of a port state conduct with regard to a foreign flagged ship when granting permission to the vessel to enter a port of the port state.
- (11) “PSC Report” means, collectively, inspection reports, orders or any other informative work product incidental or related thereto that are based on the results of the PSC inspection and prepared by port state control officers.
- (12) “PSC Related Information” means, collectively, reports, reporting documents, photos, images, movies or any other informative work product that are prepared by the NK surveyors or auditors in association with or in relation with the PSC, when attending or onboarding, etc.
- (13) “PSC data” means, collectively, the data regarding the PSC Report and the PSC Related Information.

Article 3. (Registration)

- 1. In cases where Applicants agree to abide by the terms of use and apply for registration by methods specified by NK, if NK approves the application, NK shall then give notice to the applicant pursuant to this Article 3.1. Registration as a user of the service is complete only after the notice is given pursuant to this Article 3.1 and a user ID and password are issued, and an agreement on the use of the service between a user and NK shall be deemed to be executed as of the date of registration as a user of the service
- 2. If NK deems that any of the following is applicable to the applicant of the registration, NK may, in some cases not accept the application for registration by such applicant without any obligation to disclose the reason thereof.
 - (1) The applicant made a false entry on the registration application form
 - (2) The applicant has violated the terms of use in the past
 - (3) The application form lacks required information
 - (4) It is discovered that the applicant is an antisocial force or related thereto.

- (5) In response to the applicant's registration, supervisory authorities, governments or other public agencies, pursuant to their laws and regulations, have taken measures against NK such as sanctions, prohibitions or restrictions which have a material effect on the business operation of NK, or NK determines that such measures are likely to be taken.
 - (6) NK otherwise judges the registration to be inappropriate
3. If there are any changes to the information provided in the application for registration under Article 3.1, the users shall report the same to NK without delay by methods specified by NK.
4. NK shall determine, in its sole discretion, whether an Applicant or each user qualifies as a Free User. A registration (i) as a Paid User after the user lost its status as a Free User or (ii) as a Free User after a Paid User qualified to become a Free User shall be done by the user through the application for registration. The application for registration under this circumstance shall be done in compliance with the Articles 3 and 4.
5. NK shall not be held responsible for any loss or damage incurred by an Applicant or user due to any action taken by NK pursuant to this Article.

Article 4 (Management of user ID and password)

1. In the event that NK approves the application for registration by an Applicant, NK shall issue a user ID and password to the Applicant in accordance with the content of the application, provided, however, that the issuance of a user ID and password to Paid Users shall be conditioned upon the applicant's payment of the usage fees for the services, in conformance with the invoices sent by NK and by the dates specified by NK.
2. Users shall manage their user ID and password for the service at their own risk.
3. Users may not assign or lend their user ID and password in any circumstances to any third party. If the user ID and password match the registered information, enabling the user to login, NK will deem the user to be legitimate.
4. NK is not liable for any damages caused by insufficient management, misuse, or use by third parties, etc. of the user ID or password.

Article 5 (Prohibited matters)

Users shall not commit the following acts or any acts deemed by NK to be equivalent thereto when using the service.

- (1) Crash or block the function of the NK server or network

- (2) Threaten to hamper operations of the service of NK
- (3) Accumulate or collect the individual information of other users
- (4) Pretend to be another user
- (5) Without the prior consent of NK, provide to a third party, disclose, or publish any report or analysis result, etc. obtained through the use of the service
- (6) Modify or improve the system of the service and use the same for itself or a third party
- (7) Analyze, detect, decompile, disassemble, reverse engineer the system of the service or otherwise try to obtain the source code of the computer system of the service
- (8) Grant benefits, directly or indirectly, in connection with the service
- (9) Upload false PSC Reports and data inputs
- (10) Any other acts NK deems inappropriate

Article 6 (Termination of the service)

1. NK may terminate or suspend all or some of the service at any time without prior notice to users if NK deems that any of the following is applicable.
 - (1) The system for the service is undergoing maintenance or being updated.
 - (2) The service cannot be provided due to force majeure such as earthquake, lightning, fire, blackout or other natural disaster.
 - (3) The computer system or communication lines etc. are stopped due to accidents.
 - (4) NK determines that the service cannot be provided for any other reasons.
2. NK is not liable for any disadvantage or damage suffered by users or third parties resulting from the termination or interruption of the service regardless of the reason thereof.

Article 7 (Restrictions on use and deregistration)

1. NK may restrict the use of all or some of the service or cancel the registration of users at any time without prior notice to users in any of the following cases.
 - (1) Paid Users fail to pay the usage fees for the service after a due date designated by NK has been passed, and even after NK warns the Paid Users to pay within an appropriate period, the Paid Users fail to do so.
 - (2) Users violate any clause of the terms of use and fail to correct the same within 30 days given as a grace period.
 - (3) Information in the registration application is found to be false

- (4) Free Users lose their status as a Free User.
 - (5) It is discovered that the users are antisocial forces or related thereto.
 - (6) NK otherwise determines that the registration of the users or the use of the service by the users is not appropriate
2. NK is not liable for any damage suffered by users resulting from any acts conducted by NK in accordance with this Article.

Article 8 (Contract Term)

The contract term for the service shall be for one (1) year after the completion of registration for the service (hereinafter, the contract term for each one (1) year period shall be referred to as the "Contract Term") and thereafter, the Contract Term shall extend unless neither the user nor NK notifies the other party in writing about its intention of nonrenewal at least one (1) month before the end of the Contract Term, and this condition shall apply to each subsequent Contract Term, provided, however, that the renewals of contract terms for Paid Users shall be conditioned upon the Paid Users' payments of the usage fees for the services, in conformance with the invoices sent by NK and by the dates specified by NK.

Article 9 (Termination by the Users)

The users may elect not to renew the Contract Term by notifying NK by methods specified by NK at least one (1) month before the end of the Contract Term. Notwithstanding their decision of nonrenewal, the users may still use the service until the end of the respective Contract Term.

Article 10 (Usage fees and payment methods)

1. The provision of the services by NK to Free Users shall be free of charge.
2. The usage fees and payment methods for the provision of the services by NK to Paid Users shall be as offered separately by NK in the form of the attached Price List.
3. NK will not refund any usage fees already paid by Paid Users for any reason whatsoever.

Article 11 (PSC data entry)

1. When using the service, each user shall enter, through the Platform system, the PSC data for the PSC Report regarding the ships managed by it on the Platform ("managed ships").

2. NK is not liable for any damage suffered by the users due to error or incorrect entry of the PSC data conducted by each user pursuant to this Article.

Article 12 (Purpose of use of PSC data and terms of use)

1. NK shall use the PSC data registered with the Platform for the purposes provided below.
 - (1) Evaluation of PSC performance results of the users' managed ships ("PSC performance"), and analysis and research on deficiencies recorded for the users' managed ships, and provision of results of such evaluation, analysis and research to the relevant users.
 - (2) Preparation of PSC data processed into statistical information ("PSC statistical information") and PSC Related Information in which each individual ship is made unidentifiable (limited to photos and image data), for the purpose of analyzing and researching the following matters, and provision of such PSC statistical information and such PSC Related Information to the users.
 - (a) Analysis and research on trends of PSC and trends on recorded deficiencies at each country and port.
 - (b) Analysis and research on trends of recorded deficiencies on NK fleets and PSC performance of NK fleets.
 - (c) Other analysis of trends provided through the service.
 - (3) Posting and/or release of the PSC statistical information and the PSC Related Information in which each individual ship is made unidentifiable (limited to photos and image data) in published materials.
 - (4) Modification, improvement or version updating, etc. of the service.
 - (5) Analysis and research on the usage of the service.
 - (6) Other purposes which NK deemed ancillary to the purpose of use listed above.
2. NK will not provide any PSC data regarding the managed ships of each user to other users or any other third parties without the consent of the relevant user; provided, however, that this shall not apply in the cases permitted in the preceding paragraph.
3. Even if a user is deregistered as user pursuant to the terms of use or suspends or terminates the use of the service for other reasons, NK may continue to manage, store, and use the PSC data regarding the managed ships of such users to the extent provided in this Article; provided, however, that NK does not guarantee the storage and management of the PSC data.

Article 13 (Disclaimer)

1. NK does not accept any responsibility for dealings, communications, or trouble between users and other users of the service or third parties.
2. NK does not guarantee the accuracy, completeness, safety, validity, or fitness for a particular purpose of the information provided to the users in relation to the service (including but not limited to PSC data, PSC statistical information and PSC data entered by each user; hereinafter the same shall apply in this Article), or the non-infringement of any intellectual property right or other rights of third parties by such information.
3. Any information provided to the users in connection with the service is mere reference information provided to support the improvement of PSC performance and ship management system by the users, and the users shall utilize the information on their own responsibilities and at their own judgment. The users shall be responsible for any and all actions and results thereof (including but not limited to PSC results such as detentions and recorded deficiencies) the users take while utilizing the service. Under any circumstances, NK will not have any responsibilities whatsoever for the results of the users' usages of the service.

Article 14 (Change of service contents)

NK may change the contents of the service at any time without prior notice to users. NK is not liable for any damage suffered by the users resulting therefrom.

Article 15 (Change of terms of use)

NK may change the terms of use at any time without prior notice to each user, if it deems that such change is reasonably necessary; provided, however, that if NK changes the terms of use, it shall announce the same, the content of the amended terms of use and the timing of effectuation on its website, etc.

Article 16 (Contact and communication)

Contact or communication between NK and users is conducted by methods specified by NK.

Article 17 (Prohibition of assignment of rights and obligations)

Users are prohibited from assigning or providing as security the contractual position or any rights or obligations hereunder to any other parties without prior written consent by NK.

Article 18 (Governing law)

Interpretation of the terms of use is subject to Japanese law.

Article 19 (Arbitration)

1. Any and all disputes arising out of or in connection with the terms of use or the service between the parties shall be submitted by each party to the Tokyo Maritime Arbitration Commission of the Japan Shipping Exchange, Inc. while designating Tokyo as the seat and place of arbitration. The award given by an arbitrator(s) shall be final and binding upon both parties.
2. The selection of an arbitrator(s), arbitration procedure and any other matters related to arbitrations shall be addressed pursuant to the Rules of Arbitration of the Tokyo Maritime Arbitration Commission of the Japan Shipping Exchange, Inc.

(The end)