

## **Terms of Use for ClassNK ZETA (Zero Emission Transition Accelerator)**

### **Article 1. Applicability**

- 1 These Terms of Use for ClassNK ZETA (Zero Emission Transition Accelerator) (hereinafter, these "Terms") set forth the terms and conditions of use for the ClassNK ZETA (Zero Emission Transition Accelerator) service (including web services and related software and programmes, hereinafter collectively the "Service") provided by NIPPON KAIJI KYOKAI (Class NK) (hereinafter, "NK") and the rights and obligations between NK and the Users in relation to the Service.
- 2 The details of the Service are set out in the instructions (hereinafter, collectively the "Related Materials") prepared by NK and the Related Materials shall constitute a part of these Terms.
- 3 NK provides the Service using the service (hereinafter, "ShipDC Service") provided by Ship Data Center Co., Ltd. (hereinafter, "ShipDC"). Therefore, Users shall agree to the terms and conditions for ShipDC Services before using the Service.
- 4 If there is any conflict or inconsistency between these Terms and the Related Documents or the MRV Portal Terms and Conditions, these Terms shall prevail. However, in the event that a separate agreement for use of the Service has been concluded between NK and the User, the separate agreement shall take precedence over these Terms.

### **Article 2. Definitions**

Unless otherwise defined, the terms used in these Terms shall have the meanings as defined below:

- (1) "MRV Portal Service" means the ClassNK MRV Portal Service provided by NK.
- (2) "MRV Portal User" means a user of the MRV Portal Service provided by NK.
- (3) "MRV Portal Terms and Conditions" means the Terms and Conditions (ClassNK MRV Portal) for the use of ClassNK MRV Portal Service provided by NK.
- (4) "Subject Data" means Data used as the subject of the Service, which is provided to NK by MRV Portal Users in connection with the use of MRV Portal Service and stored by NK.
- (5) "Data" means information recorded in electromagnetic records (meaning records prepared by electronic, magnetic, or other means, which are used for information processing by computers).
- (6) "Service Agreement" means the agreement relating to the provision of the Services deemed to be concluded between NK and the User under the terms and conditions of these Terms.
- (7) "Users" means MRV Portal Users who use the Services and users of the Service other than MRV Portal Users, individually or collectively.

### **Article 3. Application for use**

- 1 When a corporation applies for the use of the Service, the applicant shall apply for the use of the Service in accordance with the manner as may be prescribed by NK. In this case, NK shall determine whether to approve the registration of the applicant in accordance with the method prescribed by NK, and if NK approves such registration, NK shall complete the registration for use of the Service by issuing a login ID and password to such applicant.
- 2 Notwithstanding the provisions of the preceding paragraph, if any of the following events occurs to the applicant, NK may decline the registration of such applicant as provided in the preceding paragraph:
  - (1) all or a part of the information provided to NK is false, erroneous or omitted;
  - (2) NK judges that the applicant has breached an agreement with NK in the past;
  - (3) NK judges that the provision of the Service is technically difficult; or
  - (4) NK otherwise judges that the registration is not appropriate.
- 3 Upon completion of the registration set out in paragraph 1, the Service Agreement shall be deemed to be concluded between NK and the User.

- 4 If there are any changes to the information provided in the application for use, the User shall promptly notify NK of such change in the manner prescribed by NK.
- 5 NK shall not be liable for any damages, losses, or expenses, etc. (including reasonable attorney's fees, hereinafter collectively "Damages, etc.") incurred by any applicants or Users due to any action taken by NK pursuant to this Article or User's failure to follow the procedures for change as specified in the preceding paragraph.

#### **Article 4. Content of the Service**

NK shall provide the Service in accordance with these Terms and in a manner prescribed by NK.

#### **Article 5. Period of use**

- 1 The period of use of the Service shall be the period set forth at the time of the registration for use. Provided, however, that unless the User indicates otherwise at least one month prior to the expiration date of the Service in the manner prescribed by NK, the Service Agreement shall be renewed under the same terms and conditions and for the same period of time, and the same shall apply thereafter.
- 2 NK may change the type, content, fees, and other details of the Service Agreement after renewal by notifying the User of the changes to the Service Agreement at least one month prior to the expiration date of the Service.

#### **Article 6. License to use the Service and Intellectual Property Rights**

- 1 NK hereby grants to the User a non-exclusive, non-sublicensable and non-transferable license to use the Service during the period of use of the Service in accordance with the terms set out in these Terms.
- 2 Any and all copyrights, patent rights, utility model rights, design rights, trademark rights and other intellectual property rights (including rights to obtain or to apply for registration of those rights, hereinafter "Intellectual Property Rights") related to the Service, Related Materials, and any results obtained from the provision of the Service (including monitoring results, analysis results, reports, etc. obtained by using the Service, hereinafter "Analysis Results") and all other rights related to the Service shall belong to NK or its licensor. The granting a license to use the Services shall not constitute assignment, transferal or granting a license of the Intellectual Property Rights related to the Services owned by NK or its licensor.

#### **Article 7. Terms of use of the Service**

- 1 The Service is provided for the User's own business use, and the User shall not sell, transfer, rent, license the Service to any third party, nor otherwise use the Service for commercial purposes.
- 2 The User is entitled to use the Analysis Results obtained by using the Service for their own business purposes. Provided, however, that the User shall not sell, transfer, rent, license, disclose, or provide Analysis Results to any third party without the consent of NK.

#### **Article 8. Terms of use of the Service by User other than MRV Portal User**

- 1 The User other than MRV Portal Users may use the Service with respect to Subject Data provided by MRV Portal User only with the permission of such MRV Portal User in accordance with the method prescribed by NK.
- 2 The User other than MRV Portal Users shall not disclose or provide Subject Data provided by MRV Portal User and the Analysis Results thereof to any third parties unless otherwise approved by such MRV Portal User.
- 3 The User other than MRV Portal Users shall accept that in the event that the use of the Service by a MRV Portal User is suspended or terminated for any reason whatsoever, such User shall not be able

to use all or part of the Service with respect to Subject Data provided by such MRV Portal User, except when using such Subject Data within the scope of the authority granted by such MRV Portal User.

**Article 9. Utilization of Subject Data**

- 1 The MRV Portal User hereby grants to NK a non-exclusive license to utilize Subject Data provided by such MRV Portal User for the purpose of providing, maintaining, improving and enhancing the Services (hereinafter the "Purpose"). Notwithstanding the provisions of the MRV Portal Terms and Conditions, NK shall be entitled to utilize or process Subject Data within the scope of the Purposes.
- 2 Within the scope of the Purposes, NK shall be entitled to create statistical information by collecting, processing or otherwise Subject Data of multiple MRV Portal Users who use the Service so as not to be able to identify specific information, and utilize or process such statistical information (including provision or disclosure of such information to third parties).
- 3 NK is allowed to provide the Subject Data provided by MRV Portal User through the use of the Service to Users other than such MRV Portal User only to the extent that such MRV Portal User has granted its permission in a manner prescribed by NK.

**Article 10. Utilizing data after termination of the use of the Service**

- 1 In the event that a MRV Portal User terminates the use of the Service, NK may thereafter continue to utilize or process Subject Data provided by such MRV Portal User to the extent necessary for use by other Users within the scope of the authority granted by such MRV Portal User.
- 2 In the event that a User other than MRV Portal Users terminates use of the Service, such User shall delete Subject Data acquired through use of the Service in accordance with NK's instructions and upon request by NK, such User shall submit to NK a written proof certifying that the obligations under this paragraph have been fulfilled.

**Article 11. Subcontract**

NK may engage third parties to provide all or part of the Services. In this case, NK may provide Subject Data to the subcontractors to the extent necessary for the Purpose set forth in Article 9.1, and the subcontractor may utilize or process Subject Data within the scope of the Purpose. Provided, however, that NK shall manage and supervise such subcontractor with the care of a prudent manager.

**Article 12. Version update**

- 1 NK may make updates to the Service. The Users may obtain updated versions of the distribution program of the Service by logging into the Service if they wish.
- 2 The Users shall, at their own responsibility, use the latest updated version of the Service. Neither NK nor any of its officers and employees shall be liable for any Damages, etc. incurred by the Users arising out of or in connection with the use of old versions after the distribution of an updated version of the Service.

**Article 13. Use of usage status**

The Users agree that NK may use information relating to the the status of use or frequency of use of the Service by the Users as statistical information in a form that is not able to identify the Users for the purpose of providing, maintaining, improving, enhancing and developing the Service.

**Article 14. Fees and payment methods**

- 1 The fees for the Service shall be set forth in a fee schedule separately set out by NK.

- 2 The Users shall pay to NK the fees set out in the preceding paragraph by wire transfer to the bank account designated by NK within 30 days after the issuance date of an invoice from NK unless otherwise specified by NK (the expenses required for such wire transfer shall be borne by the Users.).
- 3 Fees paid to NK will not be refunded for any reason whatsoever.
- 4 In the event that the Users default in the payment of the fees and other costs, the Users shall pay to NK late payment charges at the rate of 5% per annum.

**Article 15. Management of password and ID**

- 1 The Users shall, at their own responsibility, properly manage and store their login IDs and passwords and shall handle their login IDs and passwords carefully to ensure that they are not divulged to any other party.
- 2 When a user logs in using a login ID and the corresponding password, NK shall deem that the User who has registered the relevant login ID has logged in to the Service.
- 3 Neither NK nor any of its officers and employees shall be liable for any Damages, etc. incurred by the Users arising from or in connection with the leakage or unauthorised use of the user's login ID and password due to inadequate management thereof or any unauthorised access to the service.

**Article 16. Setting up and maintaining equipment for the use of the Service**

- 1 The Users shall, at their own expenses and responsibility, set up equipment such as computers, telecommunication equipment and other devices and software, connect to the Internet and otherwise maintain the environment necessary for the use of the Services.
- 2 If the usage environment provided in the preceding paragraph has a malfunction, NK shall not be obliged to provide the Services to the User concerned.
- 3 When NK deems it necessary for maintenance, operation or technical reasons in relation to the Service, NK may carry out analysis, investigation, etc. on the equipment or usage environment used by the Users in using the Service.

**Article 17. Prohibition**

In using the Service, the Users are prohibited from engaging in any of the activities listed in the items set forth below:

- (1) Using the Service for the purposes of making available all or part of the Service or any function thereof to a third party, except as provided in these Terms;
- (2) Granting a license of, selling, leasing, transferring, or establishing security on, the Service to or for a third party;
- (3) Reverse engineering, such as analyzing, detecting, decompiling, or disassembling the software or programs for the Service by any means, or analyzing the source code or algorithm thereof;
- (4) Modifying, duplicating, adapting, processing, or otherwise amending the software or programs contained in the Service and creating derivative products using any part or all of the Service;
- (5) Infringing the Intellectual Property Rights or other rights and interests of NK, other users or other third parties;
- (6) Acts that may interfere with the provision of the Services
- (7) Acts of unauthorized access to the network or system of the Service or acts that destroy its functions;
- (8) Impersonating a third party;
- (9) Acts of having any kind of relationship with Anti-Social Forces;
- (10) Acts in breach of any laws or the public order and morals; or
- (11) Any other acts that NK otherwise determines inappropriate

**Article 18. Termination of use of the Service by the User**

The Users may terminate the use of the Service and/or terminate the Service Agreement by giving one month's prior notice to NK in the manner prescribed by NK. Provided, however, that NK will not refund any fees already paid by the Users for any reason whatsoever.

**Article 19. Suspension or termination of the Service by NK**

- 1 If any of the following events set forth below occur to the User, NK may immediately suspend the use of all or part of the Services by the Users, or terminate the use of the Services and/or terminate the Service Agreement, without any notice or demand and any compensation:
  - (1) If the User breaches these Terms, MRV Portal Terms and Conditions, or any other user agreement;
  - (2) If the use of MRV Portal Service is suspended or terminated;
  - (3) If the service agreement of ShipDC Service is terminated;
  - (4) If there is any delay of payment of the outstanding fees for the Services or any other payment;
  - (5) If a petition is filed to the User for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or other similar insolvency proceedings, or the assets of the User become subject to provisional seizure, provisional disposition, or compulsory execution by a third party;
  - (6) If the User is discovered to have a relationship with Anti-Social Forces; or
  - (7) If it is judged to be inappropriate by NK that the User continues to use the Service.
- 2 Upon termination of use of the Service for any reason whatsoever, the User shall return or delete software, programs and other materials provided by NK in connection with the use of the Service to NK in accordance with the instructions of NK.
- 3 The User shall pay any unpaid fees, late fees and other charges, if any, at the time of the termination of the Service Agreement in accordance with paragraph 1, by the date specified by NK.
- 4 Neither NK nor any of its officers or employees shall be liable for any Damages, etc. incurred by the Users as a result of any action taken by NK in accordance with paragraph 1.

**Article 20. discontinuance, modification or termination of the Service**

- 1 NK shall be entitled to discontinue or suspend all or part of the Service without prior notice to the Users in the event that:
  - (1) Maintenance of the system related to the Services needs to be performed;
  - (2) NK becomes unable to operate the system and provide the Service due to communication line failure or interference by a third party;
  - (3) NK becomes unable to provide the Service due to force majeure, including but not limited to earthquake, lightning, fire, storm, flood, power blackout, natural disaster, infectious diseases, epidemics, etc.; or
  - (4) it is judged by NK that the discontinuance or suspension of the Service is required for other reasons whatsoever.
- 2 NK shall be entitled to at any time modify the type and content of the Services in its own discretion.
- 3 NK shall be entitled to at any time discontinue the Service in whole or in part and terminate the Service Agreement in whole or in part in its own discretion.
- 4 Neither NK nor any of its officers or employees shall be liable for any Damages, etc. incurred by the Users as a result of any action taken by NK in accordance with this Article.

**Article 21. principle of Responsibilities of Users**

- 1 The User shall use the Services at their own discretion and responsibility and shall bear full responsibility for the use of the Services and the results thereof.
- 2 The User shall compensate NK or any of its officers and employees for any Damages, etc. suffered by NK or any of its officers and employees arising out of or in connection with the use of the Services by the User.

**Article 22. Disclaimer**

- 1 NK MAKES NO WARRANTY THAT THE SERVICE WILL BE FREE FROM BUGS OR DEFECTS IN SOFTWARE OR PROGRAMS. NEITHER NK NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES DESCRIBED IN THE RELATED MATERIALS.
- 2 NEITHER NK NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGES, ETC. INCURRED BY THE USERS ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES.
- 3 IF ANY DISPUTE ARISES BETWEEN A USER AND ANOTHER USER OR A THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE, THE USER SHALL, AT ITS OWN RESPONSIBILITY AND EXPENSES, RESOLVE THE DISPUTE, AND NEITHER NK NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE THEREFORE.
- 4 NEITHER NK NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGES, ETC. INCURRED BY THE USERS ARISING OUT OF OR IN CONNECTION WITH IDENTITY THEFT OR OTHER UNAUTHORISED USE OF THE SERVICE.
- 5 NEITHER NK NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR ANY AND ALL RESULTS OBTAINED FROM THE USE OF THE SERVICE BY THE USER. THE USE OF THE SERVICE BY THE USER DOES NOT ASSURE THE NK'S CERTIFICATION OF EU-MRV OR OTHER VERIFICATIONS.
- 6 NK AND ANY OF ITS OFFICERS OR EMPLOYEES MAKES NO WARRANTY REGARDING THE ACCURACY, COMPLETENESS, CONFIDENTIALITY OR AVAILABILITY OF ANY INFORMATION OR DATA OBTAINED THROUGH THE SERVICE. NEITHER NK NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGES, ETC. INCURRED BY THE USERS ARISING OUT OF OR IN CONNECTION WITH FRAUD, ERROR OR ANY OTHER CAUSE RELATING TO INFORMATION AND DATA OBTAINED THROUGH THE USE OF THE SERVICE.
- 7 NK SHALL NOT BE RESPONSIBLE FOR ANY STORAGE, PRESERVATION, OR BACKUP OF DATA.

**Article 23. Limitation of Liability**

Notwithstanding the provisions of the preceding Article, in the event that it is proven that NK is liable to the User for any damages, the liability of NK therefor in connection with the Service, irrespective of default liability, tort liability or any other legal cause of claim whatsoever, shall be limited to general Damages, etc. actually incurred by the User arising directly from causes attributable to NK or the breach of the Service Agreement by NK, and the maximum liability of NK therefor shall not exceed the amount equivalent to one month's fees actually paid by the User to NK. IN NO EVENT SHALL NK BE LIABLE OR RESPONSIBLE TO THE USER FOR ANY SPECIAL DAMAGES OR LOST PROFITS, IRRESPECTIVE OF WHETHER THE POSSIBILITY THEREOF HAS BEEN FORESEEN BY NK.

**Article 24. Confidentiality**

- 1 NK and the Users shall not disclose, provide, or leak to any third party any information provided by the other party in the performance of the Services regarding technology, business or other business matters (hereinafter, "Confidential Information", and the person who discloses Confidential Information shall be referred to as the "Disclosing Party", and the person who receives the same shall be referred to as the "Receiving Party"); provided, however, that this Article does not apply (i) if otherwise approved in these Terms (ii) if NK obtains prior consent from the Users, (iii) if the

disclosure is based on laws and regulations, (iv) if there is an urgent need, such as a marine accident, or (v) if the disclosure is required by court order, legal proceedings or is requested by a public organization, such as a national government having valid authorities.

- 2 Notwithstanding the provisions of paragraph 1, Confidential Information shall not include any information:
  - (1) already in the possession of the Receiving Party at the time of provision or disclosure;
  - (2) independently developed by the Receiving Party without relying on any Confidential Information;
  - (3) already publicly known at the time of provision or disclosure;
  - (4) that becomes publicly known due to a reason not attributable to the Receiving Party after provision or disclosure; or
  - (5) provided or disclosed by a third party who has the legitimate right therein without assuming a confidentiality obligation.
- 3 The provisions of this Article shall remain in force even after the suspension or termination of the Services.

#### **Article 25. Treatment of personal information**

NK shall handle personal information provided by Users for the performance of the Service in accordance with the privacy policy posted on its website.

#### **Article 26. Exclusion of Anti-Social Forces**

- 1 The Users represent and warrant that it, any of its officers or persons who are substantially involved in management does not fall into an organized crime group, an organized crime group member, formerly an organized crime group member at any time in the preceding five years, a quasi-organized crime group constituent member, organized crime group affiliate enterprise, soukaiya, socially active goro, special intelligent violent groups, or other equivalent persons (hereinafter, "Anti-Social Force") nor any of the following categories, and undertake that they will not fall under in the future:
  - (1) Having relationships in which the Anti-Social Force is deemed to control management;
  - (2) Having relationships in which the Anti-Social Force is recognized to be substantially involved in management;
  - (3) Having a relationship that is found to be using an Anti-Social Force unjustly; for example, for the purpose of acquiring a wrongful gain for itself or a third party, or for the purpose of inflicting damages on a third party;
  - (4) Having a relationship that is found to involve the provision of funds or the provision of convenience to the Anti-Social Force; and
  - (5) Its officers or persons who are substantially involved in management are socially accused of being an Anti-Social Force.
- 2 The Users shall affirm that it will not, by themselves or through the use of a third party, engage in any act of unreasonable demands using violence, threatening words or actions, spreading rumors, damaging the other party's reputation by using fraudulent means or force, or obstructing other party's business, or any other equivalent act.
- 3 NK may terminate the Service Agreement in the event that it is found that the User has violated any of the preceding paragraphs or made a false declaration with respect to the representations and warranties under paragraph 1, and that it is inappropriate to continue the transaction.

#### **Article 27. Notice**

- 1 Unless otherwise specified in these Terms, any notices to the Users shall be given by e-mail, in writing, or posted on the website, or by other means deemed appropriate by NK.

- 2 In the event that NK gives notice to the Users by way of sending e-mails or posting on the website in accordance with the preceding paragraph, such notice shall be deemed to be received by the Users at the time of sending e-mail or posting on the website.

**Article 28. Amendments**

- 1 NK reserves the right to amend or change these Terms from time to time. In such case, the terms and conditions for the Users and other terms and conditions of the Service Agreement shall be governed by the amended Terms.
- 2 In the event of any amendment or change to these Terms, NK shall inform to the Users of the revised Terms with a reasonable notice period.

**Article 29. Assignment**

The Users shall not assign, transfer or grant security interests on the Service Agreement or its rights and obligations hereunder to a third party without the prior written consent of NK.

**Article 30. Severability**

If any provision of these Terms or a part thereof is held to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

**Article 31. Governing law**

These Terms shall be governed by and construed in accordance with the laws of Japan.

**Article 32. Dispute Resolution**

- 1 Any and all disputes arising out of or in connection with these Terms or the Service 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.
- 3 Notwithstanding the provisions of the preceding paragraphs, the Tokyo District Court shall have exclusive jurisdiction in the first instance over any and all disputes arising out of or in connection with these Terms or the Service between NK and Users whose head office is located in Japan.

**Article 33. Consultations**

Any matter not stipulated in these Terms or any questionable interpretation of these Terms shall be resolved through good faith consultation between NK and the Users.

Supplementary Provision  
Established on April 1, 2022



## **Fee Schedule**

### **ClassNK ZETA (Zero Emission Transition Accelerator)**

### **(July 2024)**

#### **1 Charges for Basic Functions**

- For MRV Portal Users : Free of charge
- For Users of the Service other than MRV Portal Users :
  - Free of charge until December 31, 2024.
  - Fees from January 1, 2025 will be announced separately.

Note: The Basic Functions refer to the following functions.

- Emission Monitoring
- EU-ETS
- CII Simulator
- CII Fleet Simulator
- CII Benchmark Viewer

Provided, however, that the above functions (as of July 2024) may be changed or added at any time at NK's discretion.

#### **2 Charges for Advanced Functions**

- FuelEU Maritime  
Free of charge as a trial period until December 31, 2024. Fees from January 1, 2025 will be announced separately.

Note: Provided, however, that the above functions (as of July 2024) may be changed or added at any time at NK's discretion.