



Ocean Data Terms of Use

BY CHECKING THE ACCEPTANCE BOX OR INSTALLING OR USING ALL OR PORTION OF THE APPLICATION, THE USER ACCEPTS ALL THE TERMS AND CONDITIONS OF USE OF THESE TERMS OF USEAS PUBLISHED ON COMPANY WEBSITE AT [HTTP://SBMOCEANDATA.DADOSFERA.IO/](http://SBMOCEANDATA.DADOSFERA.IO/) (AS MAY BE RELOCATED FROM TIME TO TIME). USER AGREE THAT THESE TERMS OF USE IS ENFORCEABLE LIKE ANY WRITTEN TERM OF USE SIGNED BY USER AND LEGALLY BINDING BETWEEN USER AND COMPANY OR THE APPLICABLE COMPANY AFFILIATE. IF USER DO NOT AGREE TO ALL IF THESE TERMS AND CONDITION OF USE, THEN USER DO NOT ACCESS THE COMPANY CONTENT. USER REPRESENT AND WARRANT THAT USER HAVE THE RIGHT AND AUTHORITY TO DO SO, IN THE EVENT USER ARE REDIRECTED TO COMPANY WEBSITE, USER AGREE THAT ITS USE IS SUBJECT TO ANY TERMS OF USE AND POLICES POSTED THEREON. COMPANY MAY FREELY MODIFY THESE TERMS OF USE.

These **CONDITIONS** shall take precedence over any general terms and conditions utilized by **COMPANY** and/or included by **COMPANY** as part of the **ORDER**.

These Terms of Use ("**Terms of Use**") are between Single Buoy Moorings Inc., a company incorporated in Switzerland and having its registered office at 5 Route de Fribourg, 1723 Marly, Switzerland ("**Company**") and the authorized user (individual or entity) that uses the Application (as defined below) as an user ("**User**"). This Term of Use applies to the Application, as referenced herein.

Each entity being a "**Party**" or collectively the "**Parties**".

WHEREAS

The Company will make available Company Content on the Platform.

In relation to and in order to access Company Content, the User acknowledge that it might have access to certain confidential information, and Company Content, subject to the Terms of Use.

1. GENERAL PROVISION

1.1. Definitions

In this document the following words shall have the following meanings:

a. Affiliate - In relation to the Company: another legal entity which directly or indirectly controls, which is directly or indirectly controlled by, or which is directly or indirectly under common control with, such Party. For the purposes of this definition, "control" shall mean the ownership of more than fifty per cent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the right to appoint or remove



a majority of members of the board of directors of another entity, or, if there are no directors, such party's highest level of management, whether through ownership of securities, by contract or otherwise.

b. Confidential Information - means all information of a confidential nature or which would be deemed confidential by a reasonable business person (however recorded and whether marked as confidential or not) belonging to the Company Group which is disclosed (whether orally, in writing, in machine readable form or by any other means) to or received by the User, whether before or after the date of the Terms of Use, directly or indirectly, in connection with the Purpose and this Term of Use, including but without being limited to any financial, technical, operational, commercial, employee, management, product and other information and/or data of whatever kind of the disclosing party and/or its customers, clients, suppliers and/or Affiliates. Notwithstanding the foregoing, the Company Content shall be deemed the Confidential Information of the Company.

c. Platform – means the online platform for customized solutions developed and made available by the Company and/or any subcontractor on behalf of it.

d. Company Content – means any: (a) Confidential Information; or (b) data that is (i) supplied or disclosed by or on behalf of Company Group (as the case may be to a Contributor), to the User submitted, stored, sent or received on Platform or (ii) pertaining to Company and created in the context of the Terms of Use. Company Group and/or any Contributor (as the case may be) is the only owner of all the Company Content including any personal data hosted by Company relating to Company staff.

e. Company Group – means the Company, its subcontractor of any tiers, contractor, its client, Personnel, its Affiliates.

f. Consequential Loss – means (i) indirect or consequential loss under English law; and (ii) any loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption, loss of opportunity or loss of goodwill, in each case whether direct or indirect to the extent these are not included in (i) above, and howsoever arising from, related to or in connection with this Term of Use and whether or not such losses were known or unknown, foreseeable or not, at the Effective Date.

g. Contributor – means any third party making available its data on the Platform.

h. Effective Date – means the date where User agree with the Terms of Use. **i. Intellectual Property** – means any inventions, patents, rights in designs, trade or service marks, copyright, circuit layout, topography rights, rights in confidential information including trade secrets and know-how (including but not limited to a work of authorship, a process diagram, a drawing, a blueprint, a model, a specification, a report, a manuscript, a document, a manual, a photograph, a database, a computer program, a design for an apparatus or process or system, working notes or a plan), moral rights and all other similar or equivalent rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing.

j. Personnel – means the directors, officers, and employees of a Party

k. Purpose – means the Sharing Ocean Data project which objective is to create a positive impact to the environment, such as assisting scientific research and contribute to oceans conservation. As part of the Sharing Ocean Data project, the Company will make available Company Content on the Platform, to which the User can have access to create environmental reports, physical models, lead researchers and academic studies or any other activity in line with the Purpose.



I. User – means the customer (individual or entity) that has access to the Company Content.

1.2. Interpretation

1.2.1. Any reference to codes, regulations, laws, by-laws, order, ordinances, proclamations, decrees, statute, statutory provision, or statutory instrument shall include any re-enactment or amendment thereof for the time being in force. Unless the context otherwise requires:

(i) A reference to the singular shall include the plural and vice versa, and a reference to one gender shall include all genders; and

(ii) Words used in the present tense shall equally incorporate the past and future tenses, and vice versa.

1.2.2. The Terms of Use shall not create an agency, partnership, or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has the authority to make any commitments on the oth behalf, except as otherwise stated herein.

1.2.3. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

2.1. The Company Content made available by Company belong and will continue to belong exclusively to Company or Company Group. The User acknowledges and understand that the Company do not confer on the User any Intellectual Property or other rights in relation to the Company Content.

2.2. Company hereby grants to the User a limited, personal, nontransferable, non-exclusive right and licence to access and use the Company Content during five (5) years solely for the Purpose. The User acknowledges and agrees that it will not have a copy of the Company Content but may download any Company Content accessible on the Platform for User's internal business use.

2.3. If a third party notifies the User of any claim that the use of the Company Content infringes any right of a third party, the User agrees to immediately notify the Company. If any such claim is made to the User or the Company, the User shall, at the Company's request, immediately cease use of the Application. If the Company is unable to allow the User to continue evaluation of the Application, the provisions of Clause 4 (Termination) shall apply.

3. CONFIDENTIALITY AND DATA PROTECTION

3.1. In consideration of the disclosure by the Company to the User of the Company Content and the Information for the Purpose, the User undertakes that it shall use the Company Content solely for the Purpose and not for any other purpose including, without limitation, any use in competition with any business carried on or proposed to be carried on by the



Company, and that it will respect and preserve the confidentiality of the Company Content, the Confidential Information and the Information for a period of ten (10) years after the date of such disclosure (subject to Clause 4.2 below). The User shall not without the prior written and signed consent of the Company: (a) make available the Information or the Company Content to any third party; or (b) use the Company Content for any commercial, industrial or other purpose other than the Purpose; or (c) copy, adapt, modify, or otherwise reproduce the Company Content save as strictly necessary for the Purpose.

3.2. The User may disclose the Company Content or any part thereof, with the prior written consent of the Company, to any Personnel or Affiliates (in the event the User is a university, to the students) of the User who needs access to the Company Content in connection with the Purpose. In such an event the User agrees to ensure, before such disclosure, that the Personnel in question is made aware of the confidential nature of the Company Content and understands that he or she is bound by conditions of secrecy no less strict than those set out here. The User agrees to monitor the use of the Company Content by these employees and to enforce their obligations of confidence at the request of the Company.

3.3. The User acknowledges that damages alone may not be an adequate remedy for any breach of this Term of Use and agrees that notwithstanding Clause 8 (Dispute Resolution) below, the Company may be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available at law or in equity.

4. TERMINATION

4.2. Company may terminate your use of the Company Content upon written notice to User: (a) immediately, for convenience; or (ii) if User materially breaches any provision of the Term of Use. The Company shall give notice to the User of such breach and specify an appropriate and reasonable time period to remedy the breach, in the event the breach is capable of being remedied. Failing remedy of the breach, the Company may terminate the Term of Use at any time thereafter by written notice.

5. NO WARRANTY

5.1. The disclosure of Company Content by the Company shall not form any offer by the Company to proceed with any transaction or enter into any further Term of Use. Except to the extent that the Parties may specifically agree otherwise in writing in any contract(s) ultimately concluded encompassing the Purpose:

5.2. Notwithstanding anything to the contrary, the Company Content, are being accessed on an "AS-IS" basis, free and clear of any encumbrances, no representation or warranty (express or implied) is given and no responsibility or liability is accepted by the Company Group in relation to the accuracy, reliability or completeness of any Company Content; and 5.2.1. neither the Company nor Company Group shall: (a) have any liability (in tort, negligence or otherwise) to the User or to any other party resulting from the use made of Confidential Information by the User, its Personnel, or any person to whom Company



Content is disclosed; and/or (b) be under any obligation to provide further or updated Company Content, or to correct any inaccuracies in Company Content.

6. LIMITATION OF LIABILITY

6.1. The Company shall have no liability of any kind in any circumstances whatsoever to the User in respect of the Application, User Content or Confidential Information. In particular, the Company shall have no liability in any circumstances whatsoever for any loss or corruption of User Content.

6.2. Notwithstanding anything to the contrary, the User hereby releases and shall save, defend, indemnify and hold harmless the Company Group from any Consequential Loss of the User (including its Personnel, Affiliates) howsoever arising from or in connection with the performance or non-performance of these Terms of Use, regardless of cause including negligence or breach of duty (statutory or otherwise).

6.3. Save as set out explicitly elsewhere in these Terms of Use, no representations, conditions, warranties or other terms of any kind are given in respect of the Application or the Information, and all statutory warranties and conditions are excluded to the fullest extent possible.

7. GOVERNING LAW AND JURISDICTION These Terms of Use and any dispute or claim arising out of or in connection with it shall be governed by and interpreted in accordance with the laws of England and Wales without regard to any conflict of law principles that would cause the law of another jurisdiction to apply. Any dispute or claim arising out of or in connection with these Terms of Use shall be settled by the courts of England and Wales.

8. GENERAL

8.1. The person signing these Terms of Use on behalf of either Party confirms that he or she is authorised to enter into these Terms of Use on that Party's User's behalf, and to bind that Party to its terms and conditions.

8.2. No variation of these Terms of Use shall be effective unless it is in writing and signed by or on behalf of both Parties.

8.3. Save as provided for herein below with respect to validity of email notices, any notices to be given hereunder by either Party to the other Party shall be (i) in English, and (ii) sent by courier to Single Buoy Moorings Inc, 11 Avenue Albert II, 98000 Monaco, email to contract.notices@sbmoffshore.com

8.4. The undertakings and obligations herein are not intended to be enforceable by third parties (other than the Parties' Affiliates, Personnel and Representatives) by virtue of The Contracts (Rights of Third Parties) Act 1999.

8.5. Failure to exercise, or any delay in exercising, any right or remedy provided under these Terms of Use or by law shall not constitute a waiver of that or any right or remedy, nor shall it



preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms of Use or by law shall preclude or restrict the further exercise of that or any other right or remedy.

8.6. These Terms of Use constitutes the entire current Term of Use of the Parties with respect to the subject matter herein and supersedes any and all prior communications, understandings, arrangements or Term of Uses between the Parties, whether written, oral, express or implied relating thereto. No amendment, waiver or modification to these Terms of Use shall be valid unless in writing and signed by a duly authorised representative of each of the Parties. These Terms of Use is personal to the Parties and neither Party shall assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under these Terms of Use.

8.7. To the extent that any Confidential Information is covered or protected by legal or any other applicable privilege or doctrine, disclosure of such Confidential Information to the User or to any other person to whom it provides Confidential Information in accordance with these Terms of Use does not constitute a waiver of any such privilege.

8.8. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, that provision shall, to the extent of such illegality, invalidity or unenforceability, have no effect and be deemed not to be included in these Terms of Use; but this Clause shall not affect the legality, validity or enforceability of any other provision of these Terms of Use.

8.9. These Terms of Use may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.