

## Wilhelmsen Ships Service Terms of Use

These Terms of Use (hereinafter "**ToU**") are between the Wilhelmsen entity set out in the Agreement (see below) ("**WSS**") and you as a user ("**User**").

### 1 GENERAL

This ToU governs the User's use of any services delivered by WSS ("**Services**") and relevant documentation made available by WSS ("**Documentation**"), including any releases and/or updates of the Services and Documentation.

The User's use of the Services and information accessed and/or retrieved by the Services is contingent upon a valid chain of agreements from which the User directly or indirectly derives its rights. Such chain of agreements may be an agreement (the "**Agreement**") between WSS and its customer (the "**Customer**"). The ToU constitutes an integral part of the Agreement.

### 2 USE OF THE SERVICES

#### 2.1 Access to use the Service

The User will be granted access to use the Services by WSS in accordance with the Agreement, including the ToU and any restrictions specified in the Documentation. WSS will provide each User with a username and a temporary password ("**Personal Details**") in order to access and use the Services unless otherwise stipulated in the Agreement. The Personal Details are the sole responsibility of the User, and the User shall not permit any other than the User's access to the Services.

### 3 CONFIDENTIALITY

The User acknowledges that the Services and Documentation ("**Confidential Material**") are of a confidential nature, and the User agrees to receive, use, hold and maintain Confidential Material as a confidential, proprietary, trade secret and product of WSS. The User shall not, without the prior express written consent of WSS, cause or permit disclosure of all or any portion of any Confidential Material, in any form or component, to any person or entity. The User shall take all reasonable steps to safeguard the Confidential Material.

### 4 PRIVACY AND SECURITY

#### 4.1 Protection of personal data

WSS takes matters of protection and security of the Users' personal data very seriously and will process such information in accordance with applicable privacy laws and regulations. In order to fulfil the Agreement with the Customer and to provide the Services, WSS will collect and process the following categories of personal data: name, address, telephone, e-mail, ip-address and usage, either as a data controller or as a data processor.

#### 4.2 The purpose of the processing of personal data

The purpose of WSS' processing as a data controller is system administration and administration of payment under certain services.

The User's contact information will be included in WSS' mailing list in order to give the User necessary notifications in accordance with the Agreement and the ToU.

WSS may also process personal data as a data processor on behalf of its Customer. Such processing will be performed in accordance of a data processing agreement entered into with the Customer.

#### **4.3 Information security**

WSS has implemented technical and organisational measures to ensure appropriate level of security taken into account the risks related to the processing, including risks for accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

All transmission of personal data between User and WSS and between the User and any third party is done by means of adequate encryption.

To the extent permitted under applicable law, WSS shall not be responsible for loss or disclosure of data due to cyber-attacks or the equivalent caused by any malicious code, tools or device that are designed to disable or disrupt systems or any other circumstances outside of WSS' reasonable control, provided that WSS has implemented such technical and organizational measures as mentioned above.

#### **4.4 Privacy policy**

Further information related to WSS' processing of personal data and the User's appurtenant rights is stipulated in WSS' privacy policy at <https://www.wilhelmsen.com/disclaimer/>.

### **5 INTELLECTUAL PROPERTY RIGHTS**

#### **5.1 Ownership of intellectual property**

The Services and all intellectual property rights therein are the exclusive property of WSS, third parties and its suppliers, and all rights in and to the Services not expressly granted to Customer in this ToU are reserved.

#### **5.2 Restrictions on intellectual property**

The User shall not and shall not allow any third party to:

- a) separate the component programs of the Services for use on different computers and/or make it available for multiple users;
- b) adapt, alter, publicly display, publicly perform, translate, embed into any other product or otherwise create derivative works of, or otherwise modify the Services;
- c) sublicense, lease, rent, loan, or distribute the Services to any third party;
- d) transfer the Services to any third party;
- e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Services, except as permitted by applicable law;
- f) remove, alter or obscure any proprietary notices on the Services or Documentation; or
- g) allow third parties to access or use the Services, including without limitation any use in any application service provider environment, service bureau, or time-sharing arrangements.

### **5.3 Protection of intellectual property**

The User shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or provide the Services in any manner or for any purposes (personal or business) without written consent from WSS or third parties. The User shall not use the Services for any unlawful purpose and shall comply with reasonable requests by WSS to protect the respective rights of WSS and/or any third parties in the Services.

### **5.4 Indemnification**

The User shall indemnify and keep indemnified WSS from and against any third party claims against WSS arising or relating to the exhibition, dissemination or publication by the User of any matter in any way included in or founded upon the Services provided by WSS.

## **6 TERM AND TERMINATION**

### **6.1 Term**

The term of this ToU will commence upon the earlier of the User's acceptance of this ToU and/or commencement of any Services.

### **6.2 Suspension and termination**

WSS may suspend or terminate this ToU immediately upon breach of this ToU by the User unless such breach is curable and is immediately cured after the earlier of such breach coming to the User's knowledge or WSS providing notice of the breach to the User. This ToU may also be terminated in accordance with terms and conditions stipulated in the Agreement.

### **6.3 Discharge**

Upon the termination of this ToU, the User shall cease all use of the Services and promptly destroy or have destroyed the Products and any copies thereof, and, upon request by WSS, certify in writing to WSS that such destruction has taken place.

## **7 CHANGES**

WSS may, at any time, amend or modify the provisions of the ToU. If an amendment made by WSS is materially disadvantageous to the User, the User may terminate the ToU by giving written notice to Wilhelmsen.

Continued use of the Services after a revised version of the ToU is posted at the website mentioned below will be conditional upon the version of the ToU that is in effect at the time of the use.

The latest version of the ToU is available here: <https://www.wilhelmsen.com/terms-and-conditions/>.

## **8 NOTICES**

Wilhelmsen may notify the User by email to the email address that the User has provided to Wilhelmsen through the Services.

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