



Standard Terms & Conditions

1 INTERPRETATION

In these Standard Terms & Conditions, the following expressions shall have the following meanings:

“The Company” means OceanWeb Ltd of The Old Sunday School, Victoria Square, Port Erin, Isle of Man IM9 6AQ;

“The Goods” means the goods agreed to be supplied to the Client;

“Services” means the services agreed to be supplied to the Client;

“The Contract” means the contract or agreement which the company enters into with the client to provide goods and services and shall encompass the provisions set out in these standard terms and conditions;

“The Client” means the Customer, the Manager, the Yacht, the Yacht Owning Company, the Beneficial Owner or the Person purporting to be authorised to buy The Company’s Services or who accepts a quotation from the Company for the sale or provision of Goods or Services or whose order for the Goods or Services is accepted by the Company.

New Terms & Conditions supersede all old Terms & Conditions

2 BASIS OF THE SALE

(a) The Company shall sell and the Client shall purchase the Goods and/or Services in accordance with any written quotation, contract or agreement of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Client;

(b) No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Client and the Company;

(c) No instructions which have been accepted by the Company, whether incorporated into a written agreement or not, may be cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all loss, costs, charges and expenses incurred by the Company as a result of cancellation.

(d) By giving such instructions, the Client will be deemed to have constructive knowledge of these Terms & Conditions.

3 PRICES

(a) The price of the Goods or Services shall be the Company’s contractual price in the Agreement or, where no price has been quoted (or a quoted price is no longer valid) the price payable shall be the Company’s price applicable at the date of supply. All prices quoted are, unless otherwise stated, valid for 30 days only at which time they may be altered by the Company without notice.

(b) Contract prices are exclusive of VAT which shall be payable by the Client.

(c) Contract prices are based on information provided by the Client and upon the assumption that the Goods and/or Services can be provided without amendment, interruption or delay caused by the Client and which may cause the price to be increased.

4 TERMS OF PAYMENT

(a) The Company shall be entitled to invoice the Client in respect of all Goods upon delivery or acceptance (whichever occurs first) and, in respect of any Services provided, upon completion of the Services or at the end of the month in



which the Services were performed.

(b) The Client shall pay all invoices within 30 days of the date of invoice. The time for payment of the price shall be of the essence of the Contract.

(c) The Client shall be responsible for all bank charges including charges levied by the receiving bank.

(d) Without prejudice to any other right or remedy of the Company, the Company reserves the right to suspend delivery or to determine the Contract if there is any outstanding liability owing to it by the Client on any account whatsoever.

(e) The Company reserves the right to charge interest (both before and after any judgment) on overdue sums at the rate of 4% per annum above the base lending rate of Lloyds Bank Plc.

5 DELIVERY OF GOODS AND/OR SERVICES

(a) The Company shall not be liable for any loss or damage occurring through any failure or inability to meet any contractual date due to the actions of third parties.

6 DURATION OF CONTRACT

(a) The Terms of the Contract is twelve (12) calendar months and begins from the day the Contract between the Client and Company is entered into.

(b) The Client shall not terminate any Contract for the provision of any Service or facility under it, prior to the expiry of the twelve-month minimum period of Service. After this period, termination may be effected by giving the Company 30 days notice in writing.

(c) In the event of a change of ownership of the Client's vessel, the Client can terminate the Contract by giving the Company 30 days written notice.

(d) The Company reserves the right to suspend the Service to the Client if the Client is in breach of these T&Cs.

(e) The Company reserves the right to change the fee schedule by notifying the Client 30 days in advance of the effective date of the change.

7 RISK AND PROPERTY

(a) Risk of damage to or loss of the Goods shall pass to the Client on delivery to the Client or the Client's carrier or nominee.

(b) Title of Goods will not pass until they have been paid for in full.

(c) Goods shall be stored separately and be clearly identifiable as being the Company's property until paid for. (d) The Company shall be entitled to recover possession of Goods not paid for by the Client (and enter onto the premises of the Client for that purpose) if they are not paid for by the due date or if the Company has determined any contract with the Client pursuant to these Conditions.

(e) The Company shall have a lien upon the goods until they have been fully paid for,

8 WARRANTIES AND LIABILITY

(a) The Company warrants that the Services will be performed using reasonable skill and care.

(b) Subject to condition 8(a) above, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. No employee of the Company has authority to give any verbal warranty or representation as to the fitness for any particular purpose or otherwise of any of the Goods or Services to be supplied.



(c) The manufacturer's standard one-year warranty applies to all Goods supplied unless otherwise stated.

(d) The Company shall not be liable to the Client by reason of any representation, orally or in writing by its employees (unless fraudulent), or contract, tort (including negligence) or otherwise for any indirect, special or consequential loss or damage (including, without limitation, loss of profit, business, savings or otherwise) which arise out of or in connection with the supply of the Goods or Services and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods or the price paid for the Services or a maximum multiple of twelve times the monthly service fee.

(e) The Client agrees to fully indemnify the Company and its employees in full against all accidental damage and loss howsoever caused to the Client, the Yacht, or its crew or third-party personnel during or after in relation to the provision of Goods or Services from the Company.

9 VARIATIONS

Goods and Services supplied are subject to agreed variation from specification and/or samples. Immaterial variations shall not permit the Client to reject or terminate the Goods or Services.

10 OFFICE HOURS

Normal office hours are from 09:00 to 17:30 GMT, Monday to Friday except public and bank holidays. We also offer a 'best-effort' out of office service from 07:00 – 22:00. During normal office hours the Company will endeavour to respond to written queries within two hours & guarantee to respond to all written enquiries regarding Contracted Services or Goods supplied to the Client within 48 hours.

11 TRAVEL POLICY

Flight and accommodation costs and reasonable out of pocket expenses will be recharged to the Client at cost. Flights under four hours duration are booked in economy class. Flights over four hours are booked in premium economy or business class.

12 EXPORT & DELIVERY

The Client shall obtain all necessary permits to ensure that Goods destined overseas may lawfully be delivered to their destination and paid for and shall indemnify the company in respect thereof.

13 FORCE MAJEURE

The Company will not be liable for any failure to perform or difference in performance attributable to accidents or circumstances beyond the reasonable control of the Company and in particular (without limitation), industrial action, civil commotion, riot, invasion, war, threat of or preparation for war, shortage of materials, fire, explosion, storm, flood, earthquake, subsidence or other natural physical disaster, epidemic, act or restraint of government in such an event, the Company shall be at liberty on notice to the Client, to make partial delivery or performance only or to determine the Contract, in neither case without prejudice to its rights accrued there under.

14 LAW & ARBITRATION

The Contract shall be governed in all respects by Isle of Man Law and the parties hereby submit to exclusive jurisdiction of the Isle of Man High Court. Any dispute arising under the Contract may be referred to and determined by a sole arbitrator to be appointed by the Chartered Institute of Arbitrators.



15 LIMITED LIABILITY

Any liability of the company, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the Client to the Company for the current month. Should any provision of this agreement be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of this agreement shall remain unaffected thereby unless otherwise stated.

These Standard Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

Engagement of the Company, OceanWeb Ltd constitutes acceptance of these Standard Terms and Conditions.



Email and Web Hosting Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

1 OVERVIEW

(a) All Services provided by the Company may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of U.K., European & Worldwide law is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and other statute. The Client agrees to indemnify and hold harmless the Company from any claims resulting from the use of the service which damages the Client or any other parties.

(b) Explicit content or merchandising are prohibited on any of the Company's servers. The Company will be the sole arbiter as to what constitutes a violation of this provision.

(c) Spamming, or the sending of unsolicited email, from the Company servers or using an email address that is maintained on the Company's machine is STRICTLY prohibited.

(d) The Company will be the sole arbiter as to what constitutes a violation of this provision. Any access to other networks connected to the Company must comply with the rules appropriate for that other network.

2 CONNECTIVITY

(a) The Service is accessed via a telecommunications connection. Unless otherwise stated, the Contract does not include the provision of telecommunication services necessary for connection to the Service. The Client is responsible for making a separate application for the appropriate service and for complying with the conditions applicable to it.

(b) The Client responsible for providing suitable hardware or communications equipment necessary to access the Service.

(c) The Company cannot guarantee that the Service will never be faulty but reported faults will be corrected as soon as reasonably possible. If a fault occurs the Client should report the fault by telephone, electronic mail or in writing to the address below.

(d) The Company may temporarily suspend the Service for operational reasons, but before doing so will give the Client as much notice as is reasonably practicable. The Service will be restored as soon as reasonably practicable after temporary suspension.

(e) The Company may vary the technical specification of the Service from time to time.

(f) All files, data, information and email will be preserved for 30 days from the date the payment is due. If the payment is not received after 30 days, all files, data, information and email will be deleted. The Client agrees that the Company has the right to delete all files, data or other information that is stored by the Company if the Client's account with the Company is terminated, for any reason, by either the Company or the Client.

3 INFORMATION

(a) The Company exercises no control whatsoever over the content of the information passing through the Service.

(b) The Company makes no warranties of any kind, whether expressed or implied, for the Service it is providing. The Company also disclaims any warranty of merchantability or fitness for a particular purpose. The Company will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, or service interruptions caused by the Company's negligence or the Client's errors or omissions.



(c) Use of any information obtained through the Internet or email is at the Client's risk. The Company specifically denies any responsibility for the accuracy or quality of information obtained through its services.

4 TECHNICAL SPECIFICATIONS

- (a) The Company's Services are facilitated via servers running Microsoft Windows 2016, 2012 & LINUX server software.
- (b) The Datacentres used by the Company guarantee that their networks will be available at least 99.5% of the time.
- (c) The email Services provided are IMAP, POP or ActiveSync and the Client should be collecting their email on a regular basis. It is the Client and the individual Users responsibility to ensure that their downloaded email is backed up and that their inboxes do not exceed the recommended size. The Company recommends a "soft limit" of 5GB per mailbox.
- (d) Due to the constant changes and improvements within the server/data backup market, The Company reserves the right to substitute any Service with an improved one.

Satellite Airtime Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

1 OVERVIEW

- (a) The Company, as an Agent, Reseller or Service Provider, can supply the Client with Inmarsat, Iridium and VSAT Airtime through a number of different providers including, but not restricted to Marlink, Priva, Isotropic, KVH, Roaming Expert and Vodafone – the latter for terrestrial based GSM post-paid UK SIMs & Services
- (b) By use of the Service, the Client agrees that all Airtime usage, whether inadvertent or not, is fully chargeable.

2 INMARSAT

By use of the Service, the Client agrees without exception to the Inmarsat terms and conditions for the utilization of the Inmarsat space segment by ship earth stations and land mobile earth stations including aero-c & aero mini-m. The establishment of charges for the telecommunications services provided by the land earth stations (LESs) is the prerogative of the owner and/or operator of the LES. All accounts for telecommunications services via the LESs must be paid by the MES Owner without delay. In the event of delayed payment, the Inmarsat and the LES Operators concerned may discontinue telecommunications services for the MES in default, except for the exchange of distress traffic, in accordance with Article 2(D) (3) of the "Inmarsat Registration for Service Activation of Maritime Mobile Earth Station" form. If an LES Operator is unable to collect charges from the Accounting Authority, ISP or other billing entity specified in the SARF, personal and corporate details of the MES Owner or Operator may be disclosed to the LES Operator for the purposes of debt collection.

3 AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

- (a) The Client must sign the 'Agreement for the provision of Goods and Services' for all Satellite Airtime Services. By this action, the Client confirms that they represent and warrant that all of the information stated in the Agreement is true and correct for the Vessel identified.
- (b) By signing the Agreement, the Client acknowledges and accepts the terms and will comply with Client obligations set forth therein.



4 NON-PAYMENT / FRAUDULENT USE

In the event of the Company becoming aware of fraudulent use or non-payment of airtime the Company will suspend the service. Thereafter the service will only be usable after all outstanding charges as per the agreement have been met in full. The Company reserve the right to suspend the service at any time, upon the discovery of either of the above two breaches.

5 UNAUTHORISED USE

It is the Client's responsibility to ensure appropriate safeguards are in place to avoid any unauthorized/fraudulent use. If the unit is stolen please advise the Company immediately so the service can be suspended. All calls made from the terminal including any fraudulent calls and including those derived from SIM card cloning will be chargeable howsoever caused until receipt of the notification in writing and the suspension of the terminal is confirmed by the Network Operator.

6 RE-ACTIVATION AND UNBARRING AND DEACTIVATION

In the event of re-activation, unbarring, loss or deactivation of a SIM or Terminal a charge of US \$250 applies for each process.

7 MONTHLY SUBSCRIPTION AND PRICES

Subscriptions will be charged irrespective of use of the terminal. Monthly subscription fees continue to apply during SIM card/Terminal suspension. Cost of calls will be charged at the Company's standard rates, copies of which are available on request.

8 DURATION OF SERVICES

This contract runs for twelve months from the date of inception and is binding for that period, including subscription unless otherwise stated.

9 RENEWAL

To allow continued use the Company will automatically renew the Contract unless informed otherwise by the Client in writing - 30 Days' notice is required. If the Contract is terminated a specific procedure applies such that all outstanding costs must be paid by the Client prior to de-activation.

10 DISCLAIMER

No liability of consequential loss will be accepted by the Company for any or all failure or reduction in quality in all aspects of the system hardware or services provided nor the satellite(s) or terrestrial connections that apply. No liability or consequential loss is accepted by the Company for any failure, errors or omissions of the satellite operator, sub distributors or any other person or organisation associated directly or indirectly with the provision of the anticipated Service. These terms and conditions specifically exclude any claim for liability for damages arising from, illegal acts, breaches of privacy, personal or property loss, confidentiality of data, physical use of the handset and any other activity. No warranty either express or implied as to performance or fitness for purpose is given. Data records generated by the system Gateway will be considered conclusive evidence of calls made or data used.



Tracking Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

TRACKING

- (a) The Company charges a single fee to the Client to set up the OceanTracker Service.
- (b) The Service is dependent on the Client having the correct hardware and Airtime Contacts in place with their Satcom provider.
- (c) The Company cannot be held responsible for the status and functionality of the Clients hardware and / or if the Clients hardware is unable to communicate with Inmarsat or other services.
- (d) The Company will endeavour to provide a Service that delivers all positional reports but ultimately this Service is dependent on the Client's hardware plus the Inmarsat service.
- (e) No credit will be allocated whatsoever for unused positional reports nor can they be carried over to subsequent months.
- (f) A single position report within an individual month constitutes "usage" of the Service and, as such, is liable for the standard monthly operational fee.
- (g) Ongoing operational costs for the Tracking Service is currently charged at a fixed rate per month (currently £75.00 GBP + VAT) and includes airtime for 4 automatic positional reports (polls) per day – 120 per month.
- (h) Additional (extra) polls on top of this will be charged at the current rate. Requested position report involves two airtime charges.
- (i) The Company may choose to charge quarterly in advance for airtime.
- (j) The Client is liable for all charges incurred by position reports.

IT Support Services

In addition to the Standard Terms and Conditions, the following T&C's apply:

IT SUPPORT

- (a) The Company will provide IT support to the Client via a service helpdesk during normal office hours. Normal office hours are from 09:00 to 17:30 GMT, Monday to Friday except public and bank holidays. We also offer a 'best-effort' out of office service from 07:00 - 09:00 and 17:30 - 22:00 every day. During normal office hours the Company will endeavour to respond to written queries within two hours & guarantee to respond to all written enquiries regarding Contracted Services or Goods supplied to the Client within 48 hours.
- (b) The Company will provide the Client with an 'Agreement of Services' and IT Support Documentation itemising what equipment, hardware, software & services and are covered within the IT Support Service.
- (c) Any equipment, hardware, software & services not listed on the 'Agreement of Services' or within the IT Support Documentation will not be covered by the IT Support Service.
- (d) The Company will only support individually named Clients who will be listed within the 'Agreement of Services' or IT Support Documentation
- (e) The Company's remote IT support Service requires an Internet connection which must be supplied by the Client.
- (d) This contract does not cover maintenance made necessary by equipment failure due to unfavourable conditions, misuse, surges, lightning, fire, flood, theft, rodents and other pests, vandalism, acts of God, infection by virus, or the unauthorized repair or alteration of the equipment by anyone other than the Company.



(e) The network cabling infrastructure, parts, software or equipment obtained from third party companies and consumable items such as printer toner cartridge, UPS batteries, fusing units and DAT/TAPE media are not covered under this agreement.

(f) Any service undertaken outside of normal office hours (as described in paragraph a) will not be covered under this contract unless otherwise agreed.

(g) Any additional hardware, software or Services purchased through the Company will be added to the Contract or IT Support Documentation at the Company's discretion and the annual maintenance adjusted accordingly.

(h) This support contract does not include the cost of replacing or repairing damaged equipment.

(i) Unless special arrangements have been previously agreed, all onsite visits will be charged at our standard daily rate plus travel, subsistence & accommodation.

(j) Support for specialist software will not be included unless previously agreed.

(k) It is the responsibility of the Client to undertake routine maintenance such as system upgrades, defragmenting, virus protection & updates.

(l) The Company shall not be liable for any damages in connection with or as a consequence of the repair or servicing of any equipment, including but not limited to: loss of profits or revenue, data loss, or loss of use of equipment or other down-time costs. Without limiting the generality of the foregoing, because the equipment requires set-up or servicing from the Company and there is risk of data loss, the Client is fully responsible for the creation and storage of all backup data.