

TERMS OF USE

Last updated May 23, 2024

- **AGREEMENT TO OUR Terms of Use**

We are Sea Digital LTD ('**Company**', '**we**', '**us**', or '**our**'), a company registered in the United Kingdom at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UNITED KINGDOM.

We operate the website www.digitalseaservice.com (the '**Site**'), the mobile application **Digital Sea Service** (the '**App**'), as well as any other related products and services that refer or link to these Terms of Use (the '**Terms of Use**') (collectively, the '**Services**').

You can contact us by email at admin@digitalseaservice.com or by mail to **71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, UNITED KINGDOM**.

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('**you**'), and Sea Digital LTD, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. We will alert you about any changes by updating the 'Last updated' date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised

Terms of Use by your continued use of the Services after the date such revised Terms of Use are posted.

The Services are intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Services.

We recommend that you print a copy of these Terms of Use for your records.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United Kingdom and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use only.

Your use of our Services

Subject to your compliance with these Terms of Use, including the '[PROHIBITED ACTIVITIES](#)' section below, we grant you a non-exclusive, non-transferable, revocable licence to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use.

Except as set out in this section or elsewhere in our Terms of Use, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Terms of Use, please address your request to: admin@digitalseaservice.com

. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms of Use and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the '[PROHIBITED ACTIVITIES](#)' section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ('Contributions'). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and through third-party websites.

When you post Contributions, you grant us a licence (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licences granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This licence includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our '[PROHIBITED ACTIVITIES](#)' and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licences to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Terms of Use. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

User Responsibilities

You must adhere to copyright and intellectual property laws and ensure that your Submissions and Contributions do not infringe on the rights of others. Misuse of intellectual property rights can lead to termination of your access to our Services.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not under the age of 13; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (6) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Services for any illegal or unauthorised purpose; and (8) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Multiple Accounts: You may not create multiple accounts unless we expressly allow you to do so. Creating multiple accounts with overlapping uses or in a manner intended to subvert the spirit of these Terms of Use is prohibited.

5. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Apple Pay
- Google Pay
- Donations

You agree to provide current, complete and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in your app store currency.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may in our sole discretion, limit or cancel quantities purchases per person, per household or per order. These restrictions may include orders placed by you or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

6. SUBSCRIPTIONS

Billing and Renewal

Your subscription will continue and automatically renew unless cancelled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when you subscribed to the Services.

Free trial

We may offer a free trial to new users who register with the Services. The account will be charged according to the user's chosen subscription at the end of the free trial.

Cancellation

All purchases are non-refundable. To cancel your subscription, follow the steps on your App Store.

Your cancellation will take effect at the end of the current paid term. If you have any questions or are unsatisfied with our Services, please email us at admin@digitalseaservice.com.

Fee Changes

We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with the applicable law.

7. SOFTWARE

We may include software for use in connection with our Services. If such software is accompanied by an end user licence agreement ('EULA'), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable licence to use such software solely in connection with our services and in accordance with these Legal Terms. Any software and any related documentation is provided 'AS IS' without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Legal Terms.

8. SEAFARER OBLIGATIONS

1. Accurate Record-Keeping:

- Seafarers must ensure that all data entered into the Digital Sea Service app is accurate and up-to-date. This includes logging sea time, job titles, and any other relevant information. Inaccurate or falsified entries can lead to issues with verification and qualification processes.

2. Signature Authenticity:

- When signing the generated PDF reports, seafarers must ensure that the signature is authentic and legally binding. The signature validates the report for submission to government bodies and is crucial for the approval process.

3. Data Privacy:

- Seafarers should be aware of the sensitive nature of their personal data, including their signatures, and take appropriate measures to protect their account credentials and personal information.

4. Regular Updates:

- It is the responsibility of the seafarer to regularly update their logs and information within the app. Regular updates ensure that their records are current and reflective of their actual sea time and experiences.

5. Compliance with Regulations:

- Seafarers must comply with all relevant maritime regulations and standards when using the app. This includes ensuring that their sea time logs meet the criteria set by governing bodies for certification and qualification purposes.

6. Use of Data Analytics:

- Seafarers should understand that while the app may analyze usage data to improve functionality and user experience, their personal data is handled with care and in compliance with privacy policies.

7. Responsibility for Device Security:

- Seafarers are responsible for maintaining the security of the devices they use to access the Digital Sea Service app. This includes keeping software updated and using strong, unique passwords to protect their accounts.

By adhering to these obligations, Seafarers can ensure that their use of the Digital Sea Service app is effective, secure, and aligned with their professional requirements and regulatory standards.

9. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- **Falsification of Records:**

- Entering false or misleading information, including inaccurate sea time logs or job titles, is strictly prohibited. All data must be truthful and accurately reflect the Seafarer's experiences.
- **Unauthorized Access:**
 - Attempting to access another user's account or providing access credentials to unauthorized individuals is forbidden. Each Seafarer must only access and manage their own account.
- **Misuse of Signature:**
 - Forging signatures or using another person's signature without authorization on generated PDF reports is prohibited. All signatures must be authentic and personally provided by the account holder.
- **Sharing Personal Data:**
 - Sharing personal data, including usernames and passwords, with unauthorized parties is prohibited. Seafarers must keep their account credentials confidential and secure.
- **Interference with Services:**
 - Engaging in activities that disrupt or interfere with the operation of the Digital Sea Service app or website, including introducing viruses or other harmful code, is strictly forbidden.
- **Unauthorized Data Extraction:**
 - Using automated systems, such as bots or scrapers, to extract data from the app or website without permission is prohibited. All data interactions should be conducted manually by authorized users.
- **Violation of Legal and Regulatory Standards:**
 - Any activities that violate applicable maritime regulations, legal standards, or the terms set forth by governing bodies are prohibited.

- **Impersonation:**
 - Impersonating another person or entity, or falsely claiming an affiliation with any individual or organization, is strictly forbidden.

- **Unauthorized Commercial Use:**
 - Using the Digital Sea Service platform for unauthorized commercial purposes, such as advertising or selling unrelated products or services, is prohibited.

Violation of any of these rules may result in the suspension or termination of your account, as well as potential legal action. We are committed to maintaining a secure and trustworthy environment for all users, and we take these prohibitions seriously. Additionally, we reserve the right to take appropriate legal action, including seeking civil, criminal, and injunctive redress. Any unauthorized use of the Services may also violate applicable laws, including copyright and trademark laws, privacy laws, and communication regulations and statutes.

10. USER GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, 'Contributions'). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

- You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Terms of Use.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Services.

11. CONTRIBUTION LICENCE

By posting your Contributions to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicences of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorise any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

12. MOBILE APPLICATION LICENCE

Use Licence

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Terms of Use. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android Devices

The following terms apply when you use the App obtained from either the Apple Store or Google

Play (each an 'App Distributor') to access the Services: (1) the licence granted to you for our App is limited to a non-transferable licence to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and

conditions of this mobile application licence contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a 'terrorist supporting' country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g. if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Terms of Use against you as a third-party beneficiary thereof.

13. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Site or App) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide

to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

14. ADVERTISERS

We provide space within certain areas of the Services, such as sidebar and banner sections, for advertisers to display their advertisements and other information. Our role is limited to providing this advertising space: we do not have any further relationship with advertisers beyond this arrangement.

15. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

16. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://www.digitalseaservice.com/privacy-policy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Services are hosted in the EU. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the EU, then through your continued use of the Services, you are transferring your data to the EU, and you expressly consent to have your data transferred to and processed in the EU. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Services as quickly as is reasonably practical.

17. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

18. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

19. GOVERNING LAW

These Terms of Use are governed by and interpreted following the laws of the UK, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Sea Digital LTD and you, both agree to submit to the non-exclusive jurisdiction of the courts of London, which means that you may make a claim to defend your consumer protection rights in regards to these Terms of Use in England, or in the EU country in which you reside.

20. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these

Terms of Use (each a 'Dispute' and collectively, the 'Disputes') brought by either you or us (individually, a 'Party' and collectively, the 'Parties'), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising from the relationships between the Parties to these Terms of Use shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be London, England. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of England.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable,

then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

21. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

22. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, MALWARES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED

AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

23. LIMITATIONS OF LIABILITY

Digital Sea Service provides tools and services to assist seafarers in logging their sea time and generating reports for submission to government bodies. However, we do not take responsibility for the accuracy or completeness of the data entered by users.

1. User Responsibility:

- Seafarers are solely responsible for ensuring that all data entered into the app is accurate, complete, and up-to-date. This includes sea time logs, job titles, and any other relevant information.

2. No Liability for Inaccuracies:

- Digital Sea Service is not liable for any inaccuracies, errors, or omissions in the data logged by users. Any discrepancies or issues arising from incorrect data entries are the responsibility of the user.

3. Verification of Data:

- It is the user's responsibility to verify the accuracy of their logs and reports before submission to any government body or regulatory authority. Digital Sea Service does not verify or endorse the data entered by users.

4. Consequences of Inaccurate Data:

- Any consequences resulting from the submission of inaccurate or incomplete data, including but not limited to, denial of qualifications or certifications by governing bodies, are solely the responsibility of the user.

By using the Digital Sea Service app, you acknowledge and agree to these terms. We provide the platform and tools for your convenience, but the accuracy and integrity of the data entered remain your responsibility.

24. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

25. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

26. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

27. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

28. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any

cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Services. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

29. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Sea Digital LTD

71-75 Shelton Street, Covent Garden

London, WC2H 9JQ

UNITED KINGDOM

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