



DBCE Platform Terms and Conditions

Version 2.1 updated July 2026

Welcome to DBCE!

We provide a cloud-based platform (Platform) incorporating self-assessment tools to provide shipowners and managers with a framework for compliance in the dry bulk shipping industry. In these terms and conditions (Terms), when we say you or your, we mean both you and, if applicable, any entity you are authorised to represent (such as your employer). When we say we, us, or our, we mean Dry Bulk Centre of Excellence, a company registered in England and Wales with company number 14965202. These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms. Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms or throughout these Terms.

These Terms were last updated on 22 July 2026

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1. Engagement and Term

1.1 These Terms commence from the date on which you have been approved for an Account (see clause 6.1) and will apply, until the date on which your Account is terminated in accordance with these Terms. We grant you and each Authorised User a right to use our Services for this period of time only (which may be suspended or revoked in accordance with these Terms).

1.2 Variations to these Terms: We may amend these Terms at any time, by providing written notice to you. By clicking “I accept” you will be deemed to have agreed to the amended Terms, failing which we may suspend the Service subject to Clause 3.6. If you do not agree to the variation, you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you close your Account, you may no longer be able to access our Services (including our Platform).

1.3 If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity’s personnel to these Terms.

2. Our Services

2.1 We provide the following services to you:

- (a) access to our Platform; and
- (b) access to our troubleshooting support (Support Services, collectively, our Services).

2.2 If you require Support Services, you may request these by getting in touch with us via info@dbce.org.

2.3 Unless we agree otherwise, Support Services cannot be used to support any other products or services, and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.

2.4 Our Services do not constitute, and are not a substitute for, financial, legal or risk management advice. Whilst we take reasonable care to ensure that the materials on the Platform are up-to-date, we are not responsible for, and you waive and release us from, any Liability caused by your failure to comply with any laws which you are subject.

2.5 In consideration of your payment of the Fees, we will provide the Platform in accordance with these Terms and all applicable laws, whether ourselves or through our personnel. We warrant to you that the Platform will be provided using reasonable care and skill.

2.6 We will not be responsible for any other services unless expressly set out in these Terms or on our Platform.

2.7 Additional Services: If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).

2.8 Beta Services: If we provide you with access to any new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.

2.9 Third Party Products or Services: Where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise.

3. Registration and Accounts

3.1 You must request to register on the Platform and create an account (Account) to access and use our Platform.

3.2 We will review all requests for an Account to determine the suitability of the Services for your purposes, before approving the creation of your Account. We may request additional information, including the details of your company and your business activities. If you do not provide us with information we reasonably request, we may refuse to create an Account for you. We may refuse to provide you with an Account, in our sole discretion.

3.3 You may subscribe for an 'owner/manager' Account, or a 'stakeholder' Account, as selected by you in your application form for the Platform. The features of each type of Account are as set out on our website.

3.4 While you have an Account with us, as far as possible, you agree to keep your information up-to-date.

3.5 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, and any activity from one of your Authorised Users. You agree to immediately notify us of any unauthorised use of your Account.

3.6 We may suspend your access to our Services where you did not click "I accept" within 30 days of our written notice to you in respect of the variation to these Terms or we reasonably believe there has been any unauthorised access to or use of our Services (such as the unauthorised sharing of login details for our Platform). If we suspend your access to our Services, we will promptly inform you, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.

4. Authorised Users

4.1 You may be permitted to invite up to [5](#) additional users to the Platform, who will be permitted to access and use the Platform under your Account (Authorised Users).

4.2 The Authorised Users will have permission to access certain features of the Platform and your Account, as detailed in your Account.

4.3 You must ensure that each Authorised User complies with these Terms. You are responsible and liable for the acts or omissions of your Authorised Users.

5. Changes to the Platform

5.1 Minor changes to the Platform: We may change the Platform:

- a) to reflect changes in relevant laws and regulatory requirements; and
- b) to implement minor technical adjustments, improvements, and to keep up-to-date with technological advancements. These changes will not substantially affect your use of the Platform.

5.2 Significant changes to the Platform: We undertake not to make any significant changes to the Services which are likely to materially disadvantage your use of the Services. However, where we intend to make a significant change to the Platform, we will notify you in advance of making such changes,

and you will have the option to terminate these Terms and receive a full refund for any unused Services (if applicable) before the changes take effect.

6. Minimum Term and Fees

6.1 Once you have been approved for an Account, you agree to pay the Joining Fee and the Service Fee, subject to this Clause 6, to access the Platform and benefit from the Services. Unless otherwise specified, the Service Fees are payable annually upfront.

6.2 You acknowledge and agree that you will not be granted access to the Platform until you have paid the initial joining fee (Joining Fee) and annual services fee for access to the Platform (Services Fee).

6.3 Unless the Services are suspended or terminated in accordance with these Terms, your subscription to the Services will automatically renew for the successive Renewal Terms commencing on each Renewal Date. The applicable Services Fees for each Renewal Term shall be charged in advance using your chosen payment method unless you cancel your subscription at least 30 days before the Renewal Date. Without limiting your rights at law, you can cancel the Services at any time in accordance with the "Cancellation" clause of these Terms (clause 12.1).

6.4 In addition to bank transfers to our Bank Account, payment methods we offer for the Fees are set out on our Platform, and are processed through our third party payment processor, Paddle. We may also accept bank transfers via PayPal, in our sole discretion. We do not collect credit or debit card information, and this is stored with our third party payment processor.

6.5 You must not pay, or attempt to pay, the Service Fees by fraudulent or unlawful means. You warrant that you are authorised to use the debit card or credit card that you use to make the payment and/or authorised to deposit funds from the bank account you use to make payment.

6.6 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us (whether under these Terms or otherwise).

6.7 To the extent permitted by law, the Joining Fee is non-refundable and non-cancellable once paid.

6.8 We may need to adjust the Service Fees from time to time provided that :

- a) any increase will apply only at the start of a Renewal term and not during the currency of a Renewal Term;
- b) we will give you at least 30 days' prior written notice of any proposed Service Fees increase, including reasonable details of the changes.
- c) any increase will be reasonable and in line with changes in our underlying costs and/or market conditions; and
- d) if you do not agree to the proposed increase, you may terminate the affected Services by written notice at any time before the increased fees take effect, in which case the existing fees will continue to apply until the end of your then current Renewal Term.

6.9 Upon renewal of the Services, if any payment has not been made in accordance with this clause 6, we may, after a period of 5 Business Days, cease providing the Services and remove you and your Authorised Users' access to your Account.

6.10 Taxes: You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

7. Platform Licence

7.1 While you have an Account, we grant you a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.

7.2 You must not:

- a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
- b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
- c) introduce any viruses or other malicious software code into our Platform;
- d) use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform;
- e) attempt to access any data or log into any server or account that you are not expressly authorised to access;
- f) use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
- g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
- h) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

8. Availability, Disruption and Downtime

8.1 While we strive to always make our Services available to you, we do not make any guarantees that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.

8.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.

Downtime shall not include :

- a) Emergency Maintenance, provided the Supplier uses reasonable efforts to minimise disruption and notify the Customer as soon as practicable; and
- b) outages caused by third-party providers only to the extent that such outages were not reasonably preventable or mitigable by us, including through appropriate redundancy, failover, or vendor selection.

8.3 We will try to provide you with reasonable notice, where possible within 48hrs, of any disruptions to your access to our Services.

9. Intellectual Property and Data

9.1 You acknowledge and agree that all Intellectual Property in the Platform, (Our Intellectual Property) are owned by or licensed to us. Except for the limited rights expressly granted to you under this Agreement, no rights in Our Intellectual Property are transferred to you.

9.2 We grant you a non-exclusive, non-transferable right, for the term of this Agreement, to access and use the Platform and Our Intellectual Property solely for your limited commercial use. You must not

exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. Use must be limited to Authorised Users on devices that are controlled or approved by you.

9.3 You must not, without our prior written consent:

- a) copy, in whole or in part, any of Our Intellectual Property;
- b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

9.4 You own all data, information, personal data, or content you and your Authorised Users upload into the Platform (Your Data), as well as any data or information output from the Platform using Your Data as input, including any self-assessment reports (Output Data). To the extent that Our Intellectual Property is embedded in or used to process Your Data, such use shall not affect your rights to Your Data.

9.5 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data and the Output Data to:

- a) communicate with you;
- b) supply the Platform to you and otherwise perform our obligations under these Terms;
- c) diagnose problems with the Platform;
- d) as required to perform our obligations under these Terms.

9.6 You agree that you are solely responsible for all of Your Data that you and your Authorised Users make available on or through the Platform. You represent and warrant that:

- a) you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and
- b) neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

9.7 We do not endorse or approve, and are not responsible for, any of Your Data.

9.8 You are responsible for (meaning we are not liable for) the integrity of Your Data on your systems, networks or any device controlled by you.

9.9 You acknowledge and agree that the Platform and the integrity and accuracy of the Output Data is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Platform.

9.10 This clause will survive the termination or expiry of these Terms.

9.11 We acknowledge and agree that all Intellectual Property rights and other rights in and/or to Your Data are expressly reserved to and owned by You and we are granted or acquire no rights in and or to any of them, except in accordance with these Terms. Subject to Clauses 9.5 and 9.7, we shall not use in part or in full Your Data or any new data that created from Your Data ("Your Derived Data") except in accordance with these Terms for any purpose whatsoever, and specifically shall not extract, re-utilise, sell or transfer Your Data or Your Derived Data, or create any other works based on or derived from

Your Data or your Derived Data or use Your Data in any way or form for the purposes of analyses or insights for Our commercial use, or that of any third party

10. Warranties

10.1 You represent, warrant and agree that:

- a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
- b) there are no legal restrictions preventing you from entering into these Terms;
- c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
- d) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

10.2 We represent and agree that

- a) we shall grant the Service to you from the date on which once you have been approved for an Account, until the date on which your Account is terminated in accordance with these Terms;
- b) we shall comply with all applicable laws and regulations with respect to our activities under these Terms., including in relation to the Anti-Corruption Legislation, the International Trade Prohibitions and the United Kingdom Modern Slavery Act 2015, and any amendment or re-enactment of the same;
- c) we shall obtain and maintain all licences, consents, and permissions necessary for us to perform our obligations under these Terms
- d) we shall use all reasonable endeavours to ensure that the Service is free from any data, software, code, file, programme, instruction or other thing or device which prevents, impairs or otherwise adversely affect the operation of or access to Your Data, any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, including any adware, bugs, keystroke loggers, logic bombs, malware, time bombs, Trojan horses, spyware, worms or other defects;
- e) we have not been designated by a Sanctioning Authority and that the Service do not constitute an activity or service or trade subject to sanctions imposed by a Sanctioning Authority

11. Limitations on and Exclusions to our Liability

11.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

- a) death or personal injury caused by negligence; and
- b) fraud or fraudulent misrepresentation.

11.2 Subject to clause 11.1 (liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:

- a) you agree to indemnify us for any Liability we incur due to your breach of the Platform Licence clause (clause 7) and the Intellectual Property clause (clause 9) of these Terms;
- b) we agree to indemnify you for any Liability you incur due to our breach of and hold you harmless against any and all losses, damages, costs, expenses, claims or otherwise suffered by you on account of (i) any actual or alleged infringement of the Intellectual Property of any third party, and (ii) any breach by us of clause 9.12, and clause 10.2
- c) neither Party will be liable for any Consequential Loss;
- d) a party's Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to mitigate its loss; and

- e) our aggregate liability for any liability arising from or in connection with these Terms will be limited to 100% of the Fees paid by you during the first 12 months of the Term.

11.3 We have given commitments as to the compliance of the Platform with these Terms and applicable Laws in clause 2.5 . In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

11.4 This clause will survive the termination or expiry of these Terms.

12. Termination

12.1 Cancellation: You may request to cancel the Services at any time by notifying us via email at info@dbce.org.

12.2 Your cancellation will take effect at the end of the relevant quarter in which you provide us with written notice of your cancellation. Notwithstanding the foregoing, you may cancel the Service with immediate effect if we are in breach of the warranty.

We will refund you for any Services Fees for subsequent quarters that you have paid upfront but have not been used on a pro-rata basis, calculated quarterly. If you cancel during the last quarter of your annual subscription, you will not receive a refund, but will have access to the Services until the end of the quarter. Refunds will be processed within 30 days of receipt of your cancellation.

12.3 Termination for our default

Notwithstanding the foregoing, you may terminate the Service for material breach with immediate effect:

- a) if we are in breach of the warranties in Clause 10.2;
- b) the Uptime Commitment is not met for two (2) consecutive months

If you terminate the Service under this Clause 12.2, without prejudice to your right to claim damages, we shall refund any Services Fees for that you have paid upfront but have not been used on a pro-rata basis.

12.4 Non-payment: If you fail to pay the Services Fees when due, we may suspend your access to the Services. If payment is not received within 30 days of the renewal date, we may terminate your access to the Services without further notice. During the suspension period, you may not have access to the Services or your data on the Platform, in our sole discretion.

12.5 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:

- a) you breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
- b) you breach these Terms and that breach cannot be remedied; or
- c) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).

12.6 Upon expiry or termination of the Services, we will retain Your Data (including copies) as required by law or regulatory requirements (and where we have entered into a data processing agreement with you, in accordance with the data processing agreement). For as long as we retain your Data, Clause 9 shall continue to apply in relation to Your Data and our retention thereof.

12.7 Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Services Fees on a pro-rata basis.

12.8 Termination of the Services will not affect any rights or liabilities that a Party has accrued under these Terms.

12.9 This clause will survive the termination or expiry of these Terms.

13. General

13.1 Assignment: Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

13.2 Assignment of Debt: You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

13.3 Contracts (Rights of Third Parties) Act 1999: Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

13.4 Disputes: Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (Dispute) unless we and you first meet (in good faith) to resolve the Dispute.

13.5 Force Majeure: To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.

13.6 Marketing: You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications

13.7 Governing law: These Terms are governed by the laws of England and Wales.

Any dispute arising out of or in connection with the Service and these Terms shall be referred exclusively to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be London even where any hearing takes place in another jurisdiction.

The reference shall be to three (3) arbitrators unless the parties agree otherwise.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms. The Platform may be accessed in the UK and overseas. We make no representation that the Platform complies with the laws (including intellectual property laws) of any country outside of the UK. If you access the Platform from outside the UK, you do so at your own risk and are responsible for complying with the laws in the place you access the Platform. The United Nations Convention of Contracts for the International Sale of Goods is expressly excluded from these Terms.

13.8 Notices: Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

13.9 Publicity: Neither party shall, without the prior express written approval of the other party advertise or otherwise publicise the existence or terms of these Terms or any other aspect of the relationship between the parties and/or its personnel; or use the other party's name, and/or its affiliates name, trademark or service mark or brand imagery belonging to such parties in any press release, any form of advertising, or any of its business communications (internal or external).

13.10 Privacy: All personal data you and your Authorised Users provide to us will be treated in accordance with our Applicable Data Protection Law. Where you enter into these Terms as a business, you agree to comply with all Applicable Data Protection Laws. To the extent that we act as the Processor of any Personal Data of which you are the Controller (as these terms are defined in the Data Protection Act 2018), the Parties each agree to comply with the terms of our Data Processing Addendum, which is available as an attachment to these Terms and forms part of these Terms.

13.11 Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

13.12 Third party sites: The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us.

14. Definitions

Applicable Data Protection Law means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with the Terms, including the Data Protection Act 2018.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. **Intellectual Property** means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application for registration of, and any improvements, enhancements or modifications of, the foregoing, and any right to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future, including in respect of the foregoing.

"Downtime" means any period during which the Services are not accessible or usable by the Customer, excluding Permitted Downtime (as defined below).

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

Renewal Date means each anniversary of the date on which the subscription to the Service commenced.

Renewal Terms mean successive periods of 12 months commencing on each Renewal Date, and each a Renewal Term.

Sanctioning Authority means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

For questions about these Terms, or to get in touch with us, contact us using the details below:

Our contact details:

Dry Bulk Centre of Excellence, a company established in England and Wales.

Our company registration number is 14965202.

Phone number: +44 2031371283

Geographical address: Walsingham House, 35 Seething Lane, London, EC3N 4AH United Kingdom

ATTACHMENT 1 – DATA PROCESSING ADDENDUM

1. General

This Data Processing Addendum (DPA) supplements our DBCE Platform Terms and Conditions that this DPA is attached to (Terms) and applies to our provision of Services to you under the Terms (as the Parties are defined in the Terms). This DPA applies from the date you agree to our Terms, and will continue in accordance with the terms of this DPA.

2. Definitions

2.1 Capitalised terms in this DPA have the meaning given in the Terms, the Annexures, and as set out below:

EU GDPR means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation). Transferred Data means any Personal Data Processed by us or our Personnel on behalf of you in connection with the Terms. Restricted Transfer means a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018. UK GDPR means the EU GDPR as incorporated into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018. UK Addendum means the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers approved by the Information Commissioner's Office under section 119A of the Data Protection Act 2018 on 21 March 2022 (version B.1.0), and as updated from time to time.

2.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Sub-Processor" shall have the same meaning as in the UK GDPR.

3. Roles of the Parties

The Parties acknowledge and agree that in connection with the Terms, where you provide us with Transferred Data, we will process the Transferred Data on your instructions as a Processor (or Sub-Processor if you are a Processor) and you are the Controller (and in some cases, a Processor).

4. Processing of Personal Data

4.1 Each Party agrees to comply with Applicable Data Protection Law in the Processing of Transferred Data.

4.2 You instruct us to process Transferred Data in accordance with this DPA (including in accordance with Annex 1).

4.3 We agree to not process Transferred Data other than on your documented instructions.

5. Our Personnel

We agree to take reasonable steps to ensure the reliability of any of our Personnel who may have access to the Transferred Data, ensuring in each case that:

- a) access is strictly limited to those individuals who need to know / access the relevant Transferred Data, as strictly necessary for the purposes of the Terms; and
- b) the relevant Personnel are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. Security

6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we agree to implement appropriate technical and organisational measures in relation to the Transferred Data to ensure a level of security appropriate to that risk in accordance with Applicable Data Protection Law.

6.2 In assessing the appropriate level of security, we agree to take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

7. Sub-Processing

7.1 Where we wish to engage a new Sub-Processor, we agree to provide written notice to you of the details of the engagement of the Sub-Processor at least 14 days' prior to engaging the new Sub-Processor (including details of the processing it will perform). You may object in writing to our appointment of a new Sub-Processor within 7 days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties will discuss such concerns in good faith with a view to achieving resolution. If the Parties are not able to achieve resolution, we may, at our election:

- a) not appoint the proposed Sub-Processor;
- b) not disclose any Transferred Data we process on your behalf to the proposed Sub-Processor; or
- c) inform you that we may terminate the Terms (including this DPA) for convenience, in which case, clause 14.2 of this DPA will
- d) apply.

7.2 You agree that the remedies described above in clause 7.1(a) to (c) are the only remedies available to you if you object to our engagement of any proposed Sub-Processor by us.

7.3 Where we engage a Sub-Processor to process Transferred Data, we agree to enter into a written agreement with the Sub-Processor containing data protection obligations no less protective than those in this DPA with respect to the Transferred Data, and to remain responsible to you for the performance of such Sub-Processor's data protection obligations under such terms.

7.4 Where the transfer of Transferred Data from us to a Sub-Processor is a Restricted Transfer, it will be subject to the UK Addendum (and documents or legislation referred to within it), which shall be deemed to be incorporated into this DPA, and the UK Addendum is considered an appropriate safeguard.

8. Data Subject Rights

8.1 Taking into account the nature of the Processing, we agree to assist you by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests to exercise Data Subject rights under the Applicable Data Protection Law.

8.2 We agree to:

- (a) promptly notify you if we receive a request from a Data Subject under any Applicable Data Protection Law in respect of Transferred Data; and
- (b) ensure that we do not respond to that request except on your documented instructions or as required by Applicable Data Protection Law to which we are subject, in which case we shall, to the extent permitted by Applicable Data Protection Law, inform you of that legal requirement before we (or our Sub-Processor) respond to the request.

9. Personal Data Breach

9.1 We agree to notify you without undue delay upon becoming aware of a Personal Data Breach affecting Transferred Data, and to provide you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

9.2 We agree to co-operate with you and take reasonable commercial steps as directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9.3 If you decide to notify a Supervisory Authority, Data Subjects or the public of a Personal Data Breach, you agree to provide us with advance copies of the proposed notices and, subject to Applicable Data Protection Law (including any mandated deadlines under the UK GDPR), allow us an opportunity to provide any clarifications or corrections to those notices.

10. Data Protection Impact Assessment and Prior Consultation

We agree to provide reasonable assistance to you, at your cost (to be charged on a reasonable time and materials basis), with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law (to the extent you do not otherwise have access to the relevant information and such information is in our control).

11. Deletion or return of Personal Data

Subject to this clause 11, and subject to any document retention requirements at law, we agree to promptly and in any event within 30 business days of the date of cessation of any Services involving the Processing of Transferred Data (Cessation Date), delete and procure the deletion of all copies of those Transferred Data.

12. Audit Rights

12.1 Subject to this clause 12, where required by law, we shall make available to you on request all information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of Transferred Personal Data by us.

12.2 Where clause 12.1 applies, any audit (or inspection):

- (a) must be conducted during our regular business hours, with reasonable advance notice (which shall not be less than 30 business days);
- (b) will be subject to our reasonable confidentiality procedures;
- (c) must be limited in scope to matters specific to you and agreed in advance with us;
- (d) must not require us to disclose to you any information that could cause us to breach any of our obligations under Applicable Data Protection Law;
- (e) to the extent we need to expend time to assist you with the audit (or inspection), this will be funded by you, in accordance with pre-agreed rates; and
- (f) may only be requested by you a maximum of one time per year, except where required by a competent Supervisory Authority or where there has been a Personal Data Breach in relation to Transferred Personal Data, caused by us.

12.3 Your information and audit rights only arise under clause 12 to the extent that the Terms does not otherwise give you information and audit rights that meet the relevant requirements of Applicable Data Protection Law.

13. Liability

Despite anything to the contrary in the Terms or this DPA, to the maximum extent permitted by law, the Liability of each Party and its affiliates under this DPA is subject to the exclusions and limitations of Liability set out in the Terms.

14. Termination

14.1 Each Party agrees that a failure or inability to comply with the terms of this DPA and/or the Applicable Data Protection Law constitutes a material breach of the Terms. In such event, you may, without penalty:

- (a) require us to suspend the processing of Transferred Data until such compliance is restored; or
- (b) terminate the Terms effective immediately on written notice to us.

14.2 In the case of such suspension or termination by you, we shall provide a prompt pro-rata refund of all sums paid in advance under the Terms which relate to the period of suspension or the period after the date of termination (as applicable).

14.3 Notwithstanding the expiry or termination of this DPA, this DPA will remain in effect until, and will terminate automatically upon, deletion by us of all Transferred Data covered by this DPA, in accordance with this DPA.

14.4 You authorise our engagement of the Sub-Processors already engaged by us at the date of this DPA, which are set out at Annex 2.

ANNEX 1

DESCRIPTION OF TRANSFER

Personal Data Transferred	• First name and last name. • Email addresses.
Special Categories of Personal Data and criminal convictions and offences	Special Categories of Data will not be processed
Relevant Data Subjects	Authorised users of the Services
Frequency of the transfer	Continuous
Nature of the transfer	As specified in the Agreement and this DPA, including without limitation: ☐ collection, organisation, and other processing of Transferred Personal Data necessary for us to provide the Platform.
Purpose of processing	The purpose of the transfer and processing are as specified in the Agreement and this DPA.
Duration of the Processing	The term of the Agreement, and for a period of 30 days after termination or expiry of the Agreement, unless otherwise required by law.

ANNEX 2

LIST OF SUBPROCESSORS

SUB-PROCESSOR	LOCATION	PURPOSE/ SERVICES	WEBSITE & CONTACT DETAILS
Marine Information Solution Systems Limited	United Kingdom	IT platform partner	www.mismarine.com Three Devon Way Longbridge Birmingham B31 2TS UK
Microsoft Azure	United Kingdom	Cloud platform	www.azure.microsoft.com
HubSpot	United Kingdom	Customer Relationship Management	www.hubspot.com