

These are the Terms and Conditions ("Terms") that govern the use of the website to which the Client is entitled to access ("the Site"). These terms contain important information about the Client's position under applicable law when using the Site. By accessing the Site, the Client agrees to be bound by these Terms. It is the Client's responsibility to bring these Terms to the attention of the Client's personnel who may view material on the Site.

1. Introduction

1.1 The Site is owned and operated by Regs4ships Limited of Digital House, Kemps Quay, Quayside Road, Southampton, SO18 1AD, incorporated in England & Wales under number 04430411 (hereinafter referred to as "Regs4ships").

1.2 Full access to the Site is provided to the Client, being an end-user who has entered into an Agreement with Regs4ships on these Terms and Conditions.

1.3 This Agreement is a binding contract for a defined period which grants the Client the rights to view, use and download part or all of the material on the Site, subject to payment of the agreed fees.

2. Conditions of Use and Intellectual Property

2.1 All rights in the material on the Site ("the Content") belong to the Client save for data and documents originating from Regs4ships.

2.2 The Client agrees to use the Site and the Content solely for the benefit of the Client and not for resale or other transfer or disposition to any other person or entity not employed by the Client. The Client further agrees not to use, transfer, distribute or dispose of any Content in any manner that might compete directly or indirectly with the Site.

2.3 The Client accepts that the Content is not legal advice or other professional advice.

2.4 Subject to the above, the Client may retrieve and display Content from the Site on a computer screen, print individual pages on paper and store such pages in electronic form on disc.

2.5 The Client is responsible for procuring the necessary equipment and the payment of telephone, internet and other charges necessary to access the Site.

3. Public Interactive Services

3.1 The Site may contain bulletin boards, discussion groups and other public areas that allow interactivity between users on the Site (together "Interactive Areas"). Regs4ships does not control and are not responsible for the information and/or materials posted to Interactive Areas ("Posted Material").

3.2 The Client is responsible for the content of Posted Material and must comply with any additional rules that may, from time to time, be issued at particular locations within the Interactive Areas. In particular, the Client may not within the Interactive Areas:

- a. post, publish or link to any specific matter which is or could be taken to be the provision of legal or other professional advice;
- b. post, publish or link to any information obtained in breach of confidence or which is otherwise contrary to applicable law or regulations;
- c. post, publish or link to any information or messages that are obscene, defamatory, threatening, degrading or which infringe copyright or any other rights of any third party or which are otherwise unlawful;
- d. post, publish or link to any advertising or promotional material or any chain e-mails, "spam" or mail bombs;
- e. impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same;
- f. post or publish any information or messages containing a virus or other harmful component;
- g. collect or store other users' personal data;

3.3 By accessing the Interactive Areas, the Client agrees to indemnify and hold harmless on demand Regs4ships from all claims, costs and expenses (including legal and other professional fees) which they might suffer arising out of any of the Client's Posted Material.

3.4 The Client acknowledges that Regs4ships does not have control over the users posting material to the Interactive Areas. As a result, Regs4ships cannot guarantee the veracity or accuracy of Posted Material.

4. Representations, Warranties and Indemnities

4.1 The Client represent, warrant and undertake that:

- a. The Client will not infringe the copyright or any other intellectual property rights of Regs4ships;
- b. The Client will comply fully with these Terms;
- c. The Client will not copy, reproduce, recompile, decompile, disassemble, reverse engineer, upload, download, transmit, create derivative works from or otherwise exploit the Site or any software which is proprietary to Regs4ships or of any third parties.

4.2 The Client hereby agrees to indemnify and hold harmless Regs4ships and keep them fully and effectively indemnified on demand against all costs, claims, damages, liability and expenses (including any professional fees) which they might suffer by reason of a breach by the Client of the Terms and in particular any of the above representations. For the avoidance of doubt, this indemnity shall extend to any losses that they may suffer as a result of the use by third parties of the Client's password and User IDs.

5. Disclaimers and Limitation of Liability

5.1 The Content does not constitute advice or recommendations and should not be relied on in making (or refraining from making) any specific personal or business decision. The Client should seek independent legal and other professional advice before making any such decisions. All arrangements made between the Client and any third party named on the Site are at the Client's sole risk and responsibility.

5.2 Regs4ships make no warranty that use of the Site by the Client will be uninterrupted, timely, secure or error-free.

5.3 To the extent permitted by law, the Client agrees that Regs4ships shall not be liable for any consequential or incidental damages (including but not limited to any financial loss and loss of business or profits) even if Regs4ships or their representatives have been advised of the possibility of such damages arising.

5.4 Regs4ships shall not be liable for any interface or compatibility problems that may occur with the Client's internet service provider, in Client software or in Client hardware when accessing or using the Site.

5.5 Any refunds will be given at the sole discretion of Regs4ships.

6. Terms of Payment

6.1 Payments by the Client will be in accordance with invoices issued by Regs4ships. Regs4ships reserve the right to issue invoices so that funds may be held on account.

6.2 Invoices will be issued in accordance with the schedules annexed hereto.

7. Assignments and Amendments

7.1 Each Agreement is specific to the Client and may not be assigned or transferred without Regs4ships prior written consent.

8. Term and Termination

8.1 This Agreement shall become effective on the date set out at the head of this Agreement.

8.2 In the case of termination through a breach of terms, and where the Agreement so terminated was pre-paid, Regs4ships shall refund the Agreement Price pro-rata to the period of the Agreement that still remains.

8.3 Regs4ships may terminate the Agreement automatically and without notice, in the event the Client commits a breach of any provision of these Terms.

8.4 Notwithstanding the provisions of this paragraph, paragraphs 4, 5, 15 and 16 of these Terms shall survive termination and shall remain in full force and effect thereafter.

9. Force Majeure

Regs4ships shall not have any liability for an event of Force Majeure, that is an event or set of circumstances that is or are outside the reasonable control of Regs4ships.

10. Headings, Interpretation and Variation

The paragraph headings in these Terms are used solely for the sake of convenience and shall not have any legal or contractual significance. Any reference to the singular shall, where appropriate, include the plural and vice versa. No variation to these Terms shall be binding unless it is in writing and signed by authorized representatives of the parties.

11. Entire Agreement

These Terms, as amended from time to time by express mutual agreement, and any other terms of business on the Site shall constitute the entire agreement between the Client and Regs4ships in relation to the Client's use of and access to the Site and the Content. Neither the Client nor Regs4ships may rely on any statement or representation that is not expressly contained in these Terms.

12. Access outside of the UK

If the Client accesses the Site from outside of the United Kingdom, it is the Client's responsibility to ensure compliance with any foreign and local laws and requirements.

13. Severability

If any provision of these Terms is held to be invalid or unenforceable, then the remaining provisions of the Terms and of the paragraph in question shall remain in full force and effect.

14. Notices

Any notice which Regs4ships or the Client are required to give pursuant to these Terms may be made by e-mail. Any such notice so given will include a request for confirmation of receipt.

15. Waiver

No delay or omission on the part of Regs4ships in exercising any right, power or remedy under these Terms shall impair or detract from such right, power or remedy or operate as a waiver thereof.

16. Governing Law

These Terms shall be governed by and construed in accordance with English law. By accessing the Site, the Client agrees to submit to the non-exclusive jurisdiction of the English Courts.

17. Data Protection

The Site will comply with the relevant English Data Protection laws, so any personal details provided to Regs4ships will not normally be disclosed to third parties without the Client's consent. End-users should be aware and accept that, if Regs4ships are requested by authorised third parties or regulatory or governmental agencies investigating illegal activities to provide information concerning end-users' activities whilst using the Site, Regs4ships shall do so. Regs4ships will also disclose end-users' personal data if compelled so to do so by law.

Regs4ships reserve the right to store and use end-users' personal data solely for our own internal purposes and Regs4ships further reserve the right to access, monitor and retrieve password protected information in order to fulfill our obligations under these Terms.

18. Service Level Agreement where the site is hosted by

Regs4ships

18.1 Regs4ships shall endeavour to have the servers required to transmit and receive Client data over the Internet to be available at a level not less than 95% per month.

This excludes:

1. failures of network/equipment/circuits not operated by Regs4ships;
2. failures of circuits external to Regs4ships premises.

18.2 In the event of suspension of Service due to a technical fault in the network or act of God, Regs4ships will use all possible endeavour to resume service with minimum delay but will not be responsible for loss suffered by the Client.

18.3 Regs4ships may suspend the Service from time to time for necessary technical reasons and network upgrades without invalidating its Service Level Agreement set out above provided that 12 hours notice by email has been given to Client and the period of suspension is not more than two hours. Regs4ships shall use its reasonable endeavours to time such suspensions to avoid inconvenience to the Client and having regard to time zone differences.