

These are the Terms and Conditions (“Terms”) that govern the use of the Content available

on [www.regs4ships.com](http://www.regs4ships.com) and [www.regs4yachts.com](http://www.regs4yachts.com) (“the Site”). These terms contain important information about your position under applicable law when using the Site. By accessing the Site, you agree to be bound by these Terms, as amended from time-to-time, regardless of whether you subscribe to the Site. It is your responsibility to bring these Terms to the attention of anyone who may, through you, view material on the Site. If you have any questions, please contact: [contact@regs4ships.com](mailto:contact@regs4ships.com).

## **1. Introduction**

1.1 The web site and URL 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”) and provides information to the shipping industry and the private and commercial yachting sector.

1.2 Rights to market and sell the services available from the Site are held by Regs4ships.

1.3 Full access to the Site is only available to Subscribers, being end-users who have entered into a binding contract with Regs4ships on these Terms or with third parties appointed by Regs4ships to market and sell Regs4ships Subscriptions on these Terms.

1.4 A Regs4ships Subscription is a binding contract for a defined period which grants a named Subscriber certain non-exclusive rights to view, use and download part or all of the Content (as defined under paragraph 2.1 below) from the Site, subject to payment of the corresponding Subscription Price, and which may include the supply of Subscription Media at the commencement of and during the Regs4ships Subscription in respect of the same Content as that for which access has been granted under the Site Subscription.

1.5 Each Subscriber is entitled to enter into one or more Regs4ships Subscriptions.

1.6 From time to time end-users may be granted non-exclusive free access for a trial period to part or all of the Site and/or may be sent sample Subscription Media to enable them to assess the benefits these offer. All such access is provided subject to the end-users agreeing to and abiding by these Terms and Conditions.

## **2. Conditions of Use and Intellectual Property**

2.1 All rights in the material on the Site and news by e-mail (together “the Content”) belong to Regs4ships Ltd and are protected by copyright, trademarks, service marks and/or other proprietary rights and laws of the UK and other countries. All individual articles, columns, emails and other elements on the Site are also copyright works and you agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Site or in these Terms.

2.2 All legislative and regulatory information on the Site is reproduced under licence or with the relevant permission from the relevant authorities. Crown Copyright legislation is reproduced under the open Government Licence for public sector information. All IMO material is copyright IMO and is reproduced by permission of the International Maritime Organization.

2.3 You agree to use the Site and the Content solely for your own use and benefit and not for resale or other transfer or disposition to any other person or entity. You further agree not to use, transfer, distribute or dispose of any Content in any manner that might compete directly or indirectly with the Site.

2.4 You accept that the Content is not legal advice or other professional advice.

2.5 Subject to the above, you may retrieve and display Content from the Site on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disc.

2.6 Subject to the above, single-user Subscribers are prohibited from transmitting or storing any Content on any computer connected to a network and/or connected to a server and/or connected to any other computer and/or an intranet or similar system and/or connected to any other storage device. For the avoidance of doubt, single-user Subscriptions are restricted to a single stand-alone computer.

2.7 Subject to the above, multi-user Subscribers are prohibited from transmitting or storing any content from the Site on to an intranet or other similar system. For the avoidance of doubt, multi-user Subscriptions are restricted to networked or linked computers.

2.8 It is prohibited to copy any data whatsoever from any Subscription Media supplied to you under a Subscription to any other Subscription Media, electronic disc, computer, server, intranet or other storage device. For the avoidance of doubt, Subscription Media supplied to you under a Subscription can only be read and printed; it cannot be stored or copied.

2.9 You are responsible for procuring the necessary equipment and the payment of telephone, internet and other charges necessary to access the Site.

2.10 Some of the material on the site is licensed to Regs4ships by the International Maritime Organization and Copyright © remains with the International Maritime Organization. No part of this material may be reproduced or transmitted in any form or by any means without prior permission in writing from the International Maritime Organization.

2.11 You should be aware that the IMO material is subject to revision and amendment from time to time, and that partial extracts may be misleading. IMO does not accept any responsibility for material that may be incomplete or out of date or otherwise in error. In any case where

a difference exists between a reproduced version and IMO's current, authentic text, the current, authentic text will prevail.

2.12 Printing of IMO documents in their entirety is expressly prohibited.

### **3. Registration**

3.1 In order to access the Site, you will need to complete the Registration Form following which you will be supplied with a User ID and password. To complete the Registration Form, you will be required to provide Regs4ships with certain necessary details, all of which must be accurate, complete and up to date. It is your responsibility to update Regs4ships immediately with any changes to the information you have provided by e-mailing [contact@regs4ships.com](mailto:contact@regs4ships.com).

3.2 Your registration is personal to you and you are responsible for maintaining the confidentiality of your password and User ID. Your password and User ID is specific to you and it is a condition that only you use your password and User ID to access the Site. Access to the Site will be denied should this condition be breached. Any attempt to bypass the Subscriber security to gain unauthorised access to the Site or the Content, will constitute criminal trespass. Legal action will be taken against any person who attempts to violate the security of the Site. Any unauthorised use of the Site and/or of your password and User ID should be notified to Regs4ships immediately by e-mailing [contact@regs4ships.com](mailto:contact@regs4ships.com).

3.3 Once you have registered, Regs4ships will send you a Subscriber pack to the address indicated on the Registration Form. The pack will include a Certificate of Subscription confirming the name of the vessel that has been granted certain rights of access to part or all of the Content for the duration of the Site Subscription and is in possession of the corresponding Subscription Media, in order that the vessel can demonstrate its compliance with one or more flag states' requirements for electronic equivalency in respect of the Content.

### **4. Cookies**

It is a condition that all users of this Site have cookies enabled. Access to the Site will be denied if you attempt to access the Site with cookies disabled.

### **5. Third Party Material on the Site**

You may see advertising material submitted by third parties on the Site. Individual advertisers are solely responsible for the content of advertising material which they submit to Regs4ships, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein. If you wish to advertise on the Site, please e-mail [marketing@regs4ships.com](mailto:marketing@regs4ships.com).

### **6. Data Protection**

Unless you have indicated on the Registration Form that you do not wish to receive direct marketing material, your personal details will be included on a database compiled for direct marketing purposes. From time to time you may receive direct marketing information, either from us or from third parties. If you have not indicated that you do not wish to receive direct marketing material, but change your mind about this you should e-mail [contact@regs4ships.com](mailto:contact@regs4ships.com). As soon after this as is reasonably practicable, we will remove your name from the direct marketing database.

### **7. Interactive Services**

7.1 The site may contain bulletin boards, discussion groups and other public areas that allow interactivity between users and feedback to be provided to Regs4ships (together "interactive areas"). Regs4ships does not control and are not responsible for the information and/or materials posted to interactive areas ("posted material") but reserve the right without reference to any third party to delete, move or edit any posted material or part thereof. It is a condition of your access to the site and to the interactive areas in particular that you waive all rights (legal, moral or otherwise) in any posted material.

7.2 You are responsible for the content of your 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, you 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. disguise the origin of any message;
- h. collect or store other users' personal data; or
- i. prevent or restrict the use of the Site and the Interactive Areas by other users.

7.3 By accessing the Interactive Areas, you agree 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 your Posted Material.

7.4 You acknowledge that Regs4ships do not have control over the users posting messages to the Interactive Areas. As a result, Regs4ships cannot guarantee the veracity or accuracy of Posted Material. All use of the Interactive Areas is at your risk. You should not rely on Posted Material in any way.

7.5 You hereby agree to grant Regs4ships a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify, license all or part of your Posted Material, including the right to license third parties to use the same.

## **8. Linking**

8.1 You may create a link from your web site to the home page of the Site provided that your web site does not suggest or imply that Regs4ships has any relationship or affiliation with you or that Regs4ships endorses, sponsors or recommends any information, products or services in your web site and provided that you do not link to the Site from any site containing obscene, defamatory, threatening or degrading material or material which infringes the intellectual property or other rights of any third party or which is otherwise unlawful. Regs4ships reserve the right to insist you promptly remove any link to the homepage of the Site without being required to give any reason or justification.

8.2 Upon linking to the Site pursuant to these Terms, Regs4ships shall grant you a non-exclusive, non-transferable, royalty-free licence to use the Regs4ships name solely for the purposes of providing an underlined, textual link from your web site to the Site. No other use of Regs4ships' name is permitted without the express prior written permission of Regs4ships.

8.3 The potential linking to an internal or subsidiary page of the Site located one or several levels down from the home page ("Deep Linking") or the bringing up of or presenting Content within another web site ("Framing") is not permitted.

## **9. Regular E-mail Updates**

Subscribers will receive regular updates by e-mail advising of changes to the Content. Your use of this service and any Content shall be subject to these Terms. If you do not wish to receive this service please send an e-mail to [contact@regs4ships.com](mailto:contact@regs4ships.com).

## **10. Third Party Content**

The Site may, from time to time, contain contributions from independent third parties as well as advertising and sponsorship. Each such third party, advertiser and/or sponsor shall be responsible for all aspects of the material they submit and neither Regs4ships accept any responsibility for any errors or inaccuracies in any such material.

## **11. Changes and Renewals**

11.1 Regs4ships shall have the right at any time, in their sole discretion, to make modifications, additions or deletions to the Site, the Content, the Interactive Areas and these Terms. Any changes to these Terms will be notified to you by e-mail or by publishing the revised Terms on the Site. By continuing to access the Site following a change to the Terms, you agree to be bound by any changes thereto.

11.2 If you have so indicated on the Registration Form that you wish to have your Subscription renewed automatically, Regs4ships or the Reseller will e-mail you no less than 30 (thirty) days before your Subscription is due to expire stating that it will be automatically renewed and will invoice you accordingly. Your renewed Subscription will be for the same package and duration as the previous Subscription and for the same Content. Your password and User ID will also remain the same.

11.3 Should you choose not to indicate on the Registration Form that you wish to have your Subscription renewed automatically, Regs4ships or the Reseller may (but shall not be obliged to) send you a reminder by e-mail when your Subscription is due to expire. Regs4ships shall not be responsible for any delay or failure in renewing your Subscription where you have not provided Regs4ships or the Reseller with timely confirmation that you wish your Subscription renewed. In such cases, you may be required to complete the Registration Form once again and enter into a fresh Subscription, which will carry a new password and User ID.

## **12. Representations, Warranties and Indemnities**

12.1 You represent, warrant and undertake that:

- a. you have the capacity to enter into a Subscription;
- b. you are at least eighteen (18) years of age;
- c. you will not infringe the copyright or any other intellectual property rights of Regs4ships;
- d. you will comply fully with these Terms;
- e. you 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.

12.2 You hereby agree 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 you 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 your password and User ID.

**13. Disclaimers and Limitation of Liability**

13.1 The Content, the Site and the Subscription Media are provided by Regs4ships for your general information only on an "as is" basis and is not intended to address your particular requirements. In particular, 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. You should seek independent legal and other professional advice before making any such decisions. All arrangements made between you and any third party named on the Site are at your sole risk and responsibility.

13.2 Regs4ships make no warranties or representations, whether express or implied, in relation to the Site and the Subscription Media, including but not limited to implied warranties or conditions of completeness, accuracy, satisfactory quality and fitness for a particular purpose.

13.3 Regs4ships also make no warranty that the Site and the Subscription Media will meet your requirements or that your use of the Site and the Subscription Media will be uninterrupted, timely, secure or error-free.

13.4 Regs4ships obtain the Content from a number of sources and disseminates the same over the Internet (or other interactive electronic platform). As a result, Regs4ships are not able to and give no warranties in respect of the Site and/or the Content. To the extent permitted by law, any implied warranties of merchantability or fitness for purpose and any warranties relating to accuracy, completeness, standard of workmanship and level of care and attention are expressly excluded.

13.5 The legislative and regulatory material in the Content has been prepared to reflect the text as it was made available to Regs4ships by the relevant issuing authorities. The authoritative versions of such texts are those published directly by the issuing authorities and these remain the sole authentic source for such material.

13.6 To the extent permitted by law, you agree that neither Regs4ships shall be liable for any consequential or incidental damages whether arising from negligence or otherwise (including but not limited to any financial loss and loss of business or profits) or for failure to meet any duties even if, Regs4ships or their representatives have been advised of the possibility of such damages arising.

13.7 Neither Regs4ships shall be liable for any interface or compatibility problems that may occur with your internet service provider, in your software or in your hardware when accessing or using the Site or the Subscription Media.

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

**14. Contract Formation and Terms of Payment**

14.1 You agree that with effect from the date when you are issued with your password and User ID in respect of a Subscription, you have entered into a binding contract on these Terms with Regs4ships or Reseller and that the period of the Subscription shall begin from that date. An invoice for the corresponding Subscription Price shall be e-mailed to the address you indicated on the Registration Form, such invoice to be payable in full within 14 days.

14.2 Should you renew an existing Subscription, a renewal invoice will be e-mailed to the address indicated when you first registered, subject to any changes you may have advised under paragraph 3.1 above. Payment to Regs4ships or Reseller in full is required within 14 days of the date of renewal.

**15. Assignments and Amendments**

15.1 Each Subscription is personal to you and may not be assigned or transferred to another party without Regs4ships' prior written consent.

15.2 Should you wish to amend the package, duration or scope of a Subscription, please e-mail Regs4ships at [contact@regs4ships.com](mailto:contact@regs4ships.com). Regs4ships reserves the right to charge a reasonable administration fee for any such amendments.

**16. Term and Termination**

16.1 Without prejudice to the accrued rights of any party, Regs4ships may terminate your Subscription at any time without cause on sending you an e-mail notice to this effect.

16.2 Regs4ships may also terminate your Subscription automatically and without notice, in the event you commit a breach of any provision of these Terms.

16.3 Notwithstanding the provisions of this paragraph, paragraphs 12, 13, and 25 of these Terms shall survive termination and shall remain in full force and effect thereafter.

16.4 Pursuant to the Consumer Protection (Distance Selling) Regulations 2000 you are informed that you will not have the right to cancel a Subscription after you have been issued with your User ID and password. Any complaints should be sent to Regs4ships at the address set out in paragraph 1.2 above. The main characteristics of the Subscriptions, details of the Subscription Prices and the arrangements for payment can be found in these Terms and in Schedule 1, which form part of the non-subscriber and free public access pages of the Site.

16.5 Regs4ships reserves the right to initiate appropriate legal action against any Subscriber who contrary to these Terms accesses or uses the Site, the Content or Subscription Media.

#### **17. Changes**

Regs4ships reserve the right to modify, delete or change any aspect of the Content, the Interactive Areas, the Site and/or any of the technical specifications of the same as well as carry out maintenance work on the Site from time to time. You agree and acknowledge that such actions may result in you being temporarily unable to access part or the whole of the Site.

#### **18. Force Majeure**

Neither Regs4ships shall 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.

#### **19. 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 authorised representatives of the parties.

#### **20. Entire Agreement**

These Terms, as amended from time to time, and any other terms of business on the Site shall constitute the entire agreement between you and Regs4ships in relation to your use of and access to the Site, the Content and the Subscription Media. You may not rely on any statement or representation that is not expressly contained in these Terms.

#### **21. Access outside of the UK**

If you access the Site from outside of the United Kingdom, it is your responsibility to ensure compliance with any foreign and local laws and requirements.

#### **22. 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.

#### **23. Notices**

Any notice which Regs4ships or you are required to give pursuant to these Terms shall be made by email. Any such notice so given will include a request for confirmation of receipt.

#### **24. 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.

#### **25. Governing Law**

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

#### **26. Privacy Policy**

Please read the following Privacy Policy, which is part of these Terms and to which you consent.

“We”, “us” and “our” refer to Regs4ships.

We collect information from end-users during the registration process and at other times. We try to make the process as rapid and straightforward as possible and are grateful for the information that end-users provide. The more accurate the information from each end-user, the more specific we can be in our on-going contact with them. This Privacy Policy sets out our information gathering and dissemination practices for the Site.

#### **Data Protection**

The Site will comply with the relevant English Data Protection laws, so any personal details provided to us will not normally be disclosed to third parties without the end-user's consent. End-users should be aware and accept that, if we 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, we shall do so. We will also disclose end-users' personal data if compelled so to do so by law.

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