



## AXSMARINE MOBILE TERMS OF USE

### 1. GENERAL

- 1.1. By installing the Application (as defined below), you agree to be bound by these terms of use (the "**Terms of Use**"). Please read these Terms of Use carefully before you download, install or use the Application. By downloading, installing or using the Application, you indicate that you accept these Terms of Use and that you agree to abide by them. Your download, installation or use of the Application constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install or use the Application. If you do not agree with these Terms of Use, you should cease downloading, installing or using the Application immediately.
- 1.2. The Application ("App") is operated by AXSMarine, with its Headquarters at **11 Boulevard Jean Mermoz, 92200 Neuilly-sur-Seine, France** (and we refer to ourselves as "we", "us" or "our". We own and operate the App on our own behalf.
- 1.3. We reserve the right to change these Terms of Use at any time without notice to you.

### 2. DEFINITIONS

The "Application" or "App" shall mean the software provided by AXSMarine to offer services related to AXSMarine, AXSMarine's services and its partners' services, to be used on Apple iOS and Android OS devices and any upgrade from time to time and any other software or documentation which enables the use of the Application.

### 3. DATA PROTECTION

AXSMarine, in accordance with its Privacy Policy will use any personal information you supply to us when using the App.

### 4. AXSMARINE WEBSITE

The App allows you to access certain functionality available on the AXSMarine Website, Product(s), Module(s), Service(s). The AXSMarine "General Terms & Conditions" will govern such access.

### 5. PROPRIETARY RIGHTS AND LICENCE

- 5.1. All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by AXSMarine or by AXSMarine's licensors.
- 5.2. As between you and us, we are the sole and exclusive owner or the licensee of all intellectual property rights in the App, and in the material published on it. Copyright and trademark laws and treaties around the world protect those works. All such rights are reserved.
- 5.3. You may print off one copy, and may download extracts, of any page(s) from the App for your personal

reference and you may draw the attention of others within your organization to material available on the App.

- 5.4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 5.5. You must not use any part of the materials on the App for commercial purposes without obtaining a license to do so from our licensors or us.
- 5.6. If you print off, copy or download any part of the App in breach of these Terms of Use, your right to use the App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **6. CONDITIONS OF USE**

- 6.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the App (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the App; or (iii) create derivative works of the App of any kind whatsoever.
- 6.2. The App is currently made available to you free of charge for your personal, non-commercial use. AXSMarine reserves the right to amend or withdraw the App, or charge for the App or service provided to you in accordance with these Terms of Use, at any time and for any reason.
- 6.3. You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the App. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App or any such third party charges as may arise. You accept responsibility for any such charges that arise.
- 6.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.
- 6.5. You shall not in any way use the App or submit to us or to the App or to any user of the App anything which in any respect:
  - 6.5.1. Is in breach of any law, statute, regulation or by law of any applicable jurisdiction;
  - 6.5.2. Is fraudulent, criminal or unlawful;
  - 6.5.3. Is inaccurate or out-of-date;
  - 6.5.4. May be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;
  - 6.5.5. Impersonates any other person or body or misrepresents a relationship with any person or body;
  - 6.5.6. May infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy

- or other rights of us or any third party;
- 6.5.7. May be contrary to our interests;
- 6.5.8. Is contrary to any specific rule or requirement that we stipulate on the App in relation to a particular part of the App or the App generally; or
- 6.5.9. Involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 6.6. You agree not to reproduce, duplicate, copy or resell the App or any part of the App save as may be permitted by these Terms of Use.
- 6.7. You agree not to access without authority, interfere with, damage or disrupt:
- 6.7.1. Any part of the App;
- 6.7.2. Any equipment or network on which the App is stored;
- 6.7.3. Any software used in the provision of the App; or
- 6.7.4. Any equipment or network or software owned or used by any third party.
- 6.8. You assume sole responsibility for results obtained from the use of the App, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the App, or any actions taken by us at your direction.
- 6.9. You agree to comply at all times with any instructions for use of the App, which we make from time to time.

## **7. AVAILABILITY**

- 7.1. This App is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. AXSMarine will use reasonable efforts to make the App available at all times. However, you acknowledge the App is provided over the Internet and mobile networks and so the quality and availability of the App may be affected by factors outside AXSMarine's reasonable control.
- 7.2. We make no warranty that your access to the App will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.
- 7.3. Access to the App may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the App for any reason. If we impose restrictions on you personally, you must not attempt to use the App under any other name or user or on any other mobile device.
- 7.4. We do not warrant that the App will be compatible with all hardware and software that you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the App or your obtaining any material from, or as a result of using,

the App. We shall also not be liable for the actions of third parties.

- 7.5. We may change or update the App and anything described in it without notice to you. If the need arises, we may suspend access to the App, or close it indefinitely.
- 7.6. We make no representation or warranty, express or implied, that information and materials on the App are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation that we may have under any contract that we may have with you to provide you with products.

## **8. SYSTEM REQUIREMENTS**

- 8.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, Internet access, and the necessary minimum specifications ('Software Requirements').
- 8.2. The Software Requirements are as follows: Apple iOS devices running iOS 8.2, and Android OS devices running Android OS 4.4.2 up to OS 4.4.4; Language: English.
- 8.3. The version of the Application software may be upgraded from time to time to add support for new functions and services.

## **9. TERMINATION**

- 9.1. AXSMarine may terminate use of the Application at any time by giving notice of termination to you.
- 9.2. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Software;

## **10. LIMITATION OF LIABILITY**

- 10.1. In no event will AXSMarine be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.
- 10.2. You hereby release AXSMarine, its officers, directors, agents, and employees from all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way, connected with any disputes arising between you and any suppliers, or between you and other App or Website users.

You assume all responsibility and risk with respect to your use of the App. The App is available "as is," and "as available". You understand and agree that, to the fullest extent permitted by law, we disclaim all warranties, representations and endorsements, express or implied, with regard to the site, including, without limitation, implied warranties of title, merchantability, non-infringement and fitness for a particular purpose. We do not warrant use of the site will be uninterrupted or error-free or that errors will be detected or corrected. We do not assume any liability or responsibility for any computer

viruses, bugs, malicious code or other harmful components, delays, inaccuracies, errors or omissions, or the accuracy, completeness, reliability or usefulness of the information disclosed or accessed through the App. we have no duty to update or modify the App and we are not liable for our failure to do so. In no event, under no legal or equitable theory (whether tort, contract, strict liability or otherwise), shall we or any of our respective employees, directors, officers, agents or affiliates, be liable hereunder or otherwise for any loss or damage of any kind, direct or indirect, in connection with or arising from the App, the use of the App or our agreement with you concerning the App, including, but not limited to, compensatory, direct, consequential, incidental, indirect, special or punitive damages, lost anticipated profits, loss of goodwill, loss of data, business interruption, accuracy of results, or computer failure or malfunction, even if we have been advised of or should have known of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for consequential or incidental damages, so the above limitation or exclusion may not apply to you. If any limitation on remedies, damages or liability is prohibited or restricted by law, we shall remain entitled to the maximum disclaimers and limitations available under this agreement, at law and/or in equity.

## **11. DISCLAIMER OF WARRANTIES**

- 11.1. You represent and warrant that (a) your use of the App will be in strict accordance with this Agreement and with all applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and regarding the transmission of technical data exported from the United States or the country in which you reside and (b) your use of the App will not infringe or misappropriate the intellectual property rights of any third party.
- 11.2. You agree to indemnify and hold AXSMarine and each of our affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the App and/or any violation of the terms of this Agreement. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the App and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, and settlement or compromise negotiations, as requested by us.
- 11.3. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.
- 11.4. Except as expressly stated in these Terms of Use, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.