



Terms and Conditions

BACKGROUND

These Terms of Sale set out the terms under which application use, accessed via a subscription, is sold by NAVOPLAN to customers through the website, NAVOPLAN.com ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You are required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access the NAVOPLAN site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"

means a contract for the purchase of a Subscription to access app, as explained in Section 6;

"Application / App"

means the digital application sold by Us through Our Site;

"Subscription"

means a subscription to Our Site providing access to Application

"Service"

Means the human support included or purchased with the Application

"Subscription Confirmation"

means a contract for the purchase of a Subscription to access Application, as explained in Section 6;

"Subscription ID"

means a contract for the purchase of a Subscription to access Application, as explained in Section 6;

"We / Us / Our"

means NAVOPLAN or Dwain Craddock

2. Access to and Use of Our Site

- 2.1. Access to Our Site is free of charge, but access to our Application and Services is on a monthly or annual subscription basis.
- 2.2. It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 2.3. If functionality is available to use off-line, we do not guarantee successful integration when back online.
- 2.4. Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 2.5. You may discontinue your subscription at any time.
- 2.6. These Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Subscriptions and Application from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

3. Subscriptions, Application, Pricing and Availability

- 3.1. We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Section 12.1.
- 3.2. Pricing is determined by the length of your vessel and unit of measure (imperial in feet or metric in meters). Misrepresenting your vessel resulting in a lower price will result in suspension of access to application until the amount of difference is collected by us.
- 3.3. Minor changes may, from time to time, be made to Application, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Application and should not normally affect your use of that Application. However, if any change is made that would affect your use of the Application, suitable information will be provided to you.
- 3.4. In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Application. If We do so, We will inform you before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Section 12.1.
- 3.5. Where any updates are made to Application, that Application will continue to match Our description of it as provided to you before you purchased your Subscription to access the Application. Please note that this does not prevent Us from enhancing the Application, thereby going beyond the original description.
- 3.6. We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed
- 3.7. All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you we will treat your order as cancelled and notify you of this in writing.
- 3.8. If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Section 12.4.
- 3.9. If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order. Subsequent Subscriptions [and renewals] will be charged at the new price.

4. Orders – How Contracts Are Formed

- 4.1. Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 4.2. If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Application that results from you providing incorrect or incomplete information.
- 4.3. No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. [Our acknowledgement of receipt of your order does not mean that We have accepted it.] Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.
- 4.4. Subscription Confirmations shall contain the following information:
 - 4.4.1. Your Subscription ID;
 - 4.4.2. Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Application available as part of it;
 - 4.4.3. Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
 - 4.4.4. In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.
 - 4.4.5. Any refunds due under this Section 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
 - 4.4.6. Refunds under this Section 6 will be made using the same payment method that you used when purchasing your Subscription [unless you specifically request that We make a refund using a different method].

5. Payment

- 5.1. Payment for Subscriptions must always be made in advance. You will receive an invoice for the following month's subscription 10 days in advance of that month.
- 5.2. Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 5.3. We accept the methods of payment allowed by Stripe (www.stripe.com) on Our Site, accessed via your invoice
- 5.4. Payments will be automatically charged to your card on a monthly or annual basis determined at sign-up
- 5.5. If your card payment fails and if you do not make any payment due to Us on time, We will suspend your access to the Application. For more information, please refer to sub-Section 9.4. If you do not make payment within 10 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 5.6. If you believe that We have charged you an incorrect amount, please contact Us with a support request as soon as reasonably possible to let Us know. You will not be charged for Application while availability is suspended.

6. Provision of Application

- 6.1. Application appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.
- 6.2. In some limited circumstances, We may need to suspend the provision of Application (in full or in part) for one or more of the following reasons:
 - 6.2.1. To fix technical problems or to make necessary minor technical changes, as described above in sub-Section 5.2;
 - 6.2.2. To update the Application to comply with relevant changes in the law or other regulatory requirements, as described above in sub-Section 5.2; or
 - 6.2.3. To make more significant changes to the Application, as described above in sub-Section 5
 - 6.2.4. We may suspend provision of the Application if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 10 days of Our notice, We may suspend provision of the Application until We have received all outstanding sums due from you. If We do suspend provision of the Application, We will inform you of the suspension. You will not be charged for any Application while provision is suspended.

7. Password Policy

- 7.1 All user passwords must be at least [8] characters in length.
- 7.2 All user passwords should have at least one number and one special character
- 7.3 Where possible, password dictionaries should be utilized to prevent the use of common and easily cracked passwords.
- 7.4 Passwords must be completely unique, and not used for any other system, application, or personal account
- 7.5 User passwords should be changed periodically
- 7.6 Passwords must not be shared with anyone.
- 7.7 Passwords should not be written down.
- 7.8 It is the responsibility of the end user to ensure enforcement with the policies above.

8. Licence

- 8.1. When you purchase a Subscription to access Application, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Application for commercial purposes. The licence granted to you does not give you any rights in Our Application (including any material that We may licence from third parties).
- 8.2. The licence granted to you under sub-Section 10.1 is subject to the following usage restrictions and/or permissions:
- 8.3. You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Application (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

9. Ending Your Subscription

- 9.1. You may cancel your Subscription at any time, however subject to [sub-Section 11.2 and] Section 12 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and you will continue to have access to the Application for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 9.2. If you wish to exercise your right to cancel under this Section 11, you may inform Us of your cancellation in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message
- 9.3. We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.

10. Our Liability

- 10.1. Subject to sub-Section 13.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 10.1.1. Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

11. Events Outside of Our Control (Force Majeure)

- 11.1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2. If any event described under this Section 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 11.3. We will inform you as soon as is reasonably possible;
 - 11.3.1. We will take all reasonable steps to minimise the delay;
 - 11.3.2. To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
 - 11.3.3. We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Application as necessary;

12. Communication and Contact Details

- 12.1. If you wish to contact Us with general questions or complaints, you may contact Us by email at info@sealogical.com.

13. How We Use Your Personal Information (Data Protection)

- 13.1. All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 13.2. We may use your personal information to:
- 13.3. Provide Subscriptions and Application to you;
- 13.4. Process your payment; and
- 13.5. Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that We stop sending you this information at any time.

14. Other Important Terms

- 14.1. We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 14.2. You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 14.3. The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 14.4. If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 14.5. No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 14.6. We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.

15. Law and Jurisdiction

- 15.1. These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, United States law.
- 15.2. Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of the United States.