



TERMS AND CONDITIONS

Last Updated: January 1, 2025

BACKGROUND

These Terms and Conditions ("Terms") govern your access to and use of our website, application, services, consulting, and eBooks (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not purchase or use our Services.

Please read these Terms and Conditions carefully and ensure that you understand them before making any purchase of Services. You are required to read and accept these Terms and Conditions when ordering a Subscription. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to purchase a Subscription and access the NAVOPLAN site.

These Terms and Conditions, as well as any and all Contracts are in the English language only.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- a. **"Contract"** means a contract for the purchase of a Subscription to access app
- b. **"Application / App"** means the digital application sold by Us through Our Site
- c. **"Subscription"** means a subscription to Our Site providing access to Application "Service"
- d. **"Consulting / Captain's Minutes"** means the human support included or purchased with the Application
- e. **"Subscription Confirmation"** means a contract for the purchase of a Subscription to access Application
- f. **"Subscription ID"** means a contract for the purchase of a Subscription to access Application
- g. **"We / Us / Our"** means NAVOPLAN
- h. **"You"** means the person making any purchase of NAVOPLAN items on the website

- i. **“Content / Offering / Offerings”** means all eBooks, consulting services, subscription plans, services, and other products

2. ACCESS TO AND USE OF OUR SITE

- a. Access to Our Site (www.navoplan.com) is free of charge, but access to our Application, Offerings and Services (requiring LOG IN) is based on the agreed amount outlined at purchase on the web site and can be a onetime charge or monthly subscription charged approximately every thirty days after purchase, or annual subscription charged at the purchase anniversary date.

It is your responsibility to make all arrangements necessary in order to access Our Site.

NAVOPLAN is hosted by Revion, a web & database cloud hosting company based in the Livingston NJ, USA. (www.revion.com)

- b. If functionality is available to use off-line, we do not guarantee successful integration when back online.
- c. 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.
- d. You may discontinue your subscription at any time.
- e. These Terms and Conditions 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 and Conditions 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

- a. 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 Section 9.
- b. Pricing is determined by the level of service you choose. Service levels are outlined on the web site and subject to change.
- c. 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.
- d. 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 Section 9.
- e. 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.
- f. 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.

- g. 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 complete the purchase 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.
- h. Should subscription prices change you will receive notification in advance and have the option to cancel your subscription. Changes will take place at a future date and be no less than ninety (90) days after notification. For annual subscriptions, the price will change at the next annual anniversary date. For example, if you purchased a subscription in July of 2023 and the price changes in September 2023, you will not see a price change until July 2024. Subsequent Subscriptions [and renewals] will be charged at the new price. Monthly subscriptions will change at the communicated future date.
- i. Captain's Minutes are consulting time that is included with a package or subscription. These consulting minutes do not expire. Minutes are utilized when a request is made from the NAVOPLAN app at the actual length of a consulting session or 15 minutes if a session is less than 15 minutes. Captain's Minutes are tied to an account and are not transferrable.

4. ORDERS – HOW CONTRACTS ARE FORMED

- a. 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.
- b. 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.
- c. 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 (not payment confirmation from Stripe.com) 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.

- d. Subscription Confirmations shall contain the following information:
 - i. Your Subscription ID
 - ii. Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Application available as part of it
 - iii. Fully itemized pricing for your Subscription including, where appropriate, taxes, and other additional charges
- e. In the unlikely event that We do not accept or cannot fulfill 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.
- f. Any refunds due under this Section 4 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.
- g. Refunds under this Section 4 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 an agreed-on different method].

5. PAYMENT

- a. NAVOPLAN utilizes Stripe payment processing system. At no time do we have access to your credit card information.
- b. 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).
- c. We accept the methods of payment allowed by Stripe (www.stripe.com) on Our Site, accessed via your invoice.
- d. Payments will be automatically charged to your card on a monthly or annual basis determined at sign-up.
- e. 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. 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.
- f. 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.

6. PROVISION OF APPLICATION

- a. 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.
- b. 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:
 - i. To fix technical problems or to make necessary minor technical changes
 - ii. To update the Application to comply with relevant changes in the law or other regulatory requirements
 - iii. To make more significant changes to the Application
 - iv. We will make effort will be made to communicate suspensions in advance
- c. 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

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

8. LICENSE

- a. When you purchase a Subscription to access Application, We will grant you a limited, nonexclusive, non-transferable, non-sublicensable license to access and use the relevant Application for non-commercial purposes. The license granted to you does not give you any rights in Our Application (including any material that We may license from third parties).
- b. The license granted to you is subject to the following usage restrictions and/or permissions:
 - i. 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

- a. You may cancel your Subscription at any time. 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.
- b. If you wish to exercise your right to cancel under this Section 11, you may inform Us of your cancellation in the NAVOPLAN application.
- c. Cancellations on subscriptions must occur five (5) days before the next billing date. The billing date is determined by the day you made the original purchase. For example, if you purchased a subscription on the 12th of the month, you must cancel by the 7th of any subsequent day prior to the next billing period.
- d. 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.
- e. NAVOPLAN may terminate subscriptions at any time for lack of payment or improper use of Content and will provide communication in advance.

10. OUR LIABILITY

- a. All information, materials, and Content provided through NAVOPLAN's eBooks, consulting services, subscription plans, and other products (collectively, the "Content") are intended for general informational and educational purposes only. While we strive to ensure that the Content is accurate, up-to-date, and reliable, NAVOPLAN makes no warranties or representations of any kind, express or implied, regarding the completeness, accuracy, reliability, suitability, or availability of the Content for any particular purpose. Any reliance you place on the Content is strictly

at your own risk.

- b. NAVOPLAN shall not be liable for the accuracy, completeness, or usefulness of any Content, nor for any errors or omissions in the Content. Under no circumstances shall NAVOPLAN be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your access to or use of the Content, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, even if NAVOPLAN has been advised of the possibility of such damages.
- c. Furthermore, NAVOPLAN does not provide professional advice, and the Content should not be construed as such. Users are encouraged to seek the advice of qualified professionals regarding specific circumstances or legal matters. By using our Services, you acknowledge and agree that NAVOPLAN is not responsible for any decisions made or actions taken based on the Content provided.
- d. 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.

11. Emergency Assistance Coordination

- a. **Emergency Assistance Coordination (EAC)** is an offering provided by NAVOPLAN designed to quickly identify issues on your vessel (while underway) and coordinate available resources and services closest to your location. It is important to note that EAC does not provide direct emergency services. Instead, **NAVOPLAN** facilitates the connection between your vessel and appropriate emergency responders or service providers. All fees associated with the actual emergency services dispatched are the responsibility of the vessel owner/operator and must be paid directly by you.
- b. In situations where **NAVOPLAN** incurs costs to secure emergency assistance on your behalf, you will be required to reimburse NAVOPLAN for these expenses. Such reimbursement will be considered a last resort and only pursued if necessary to cover costs incurred due to your direct, or in-direct, request for assistance.
- c. **EAC** only actively monitors passage progress when you have a passage define and in the "Underway" phase. If communication stops the **EAC** countdown clock will start and continue until:
 - a. communication is established
 - b. It is determined you do NOT need assistance
 - c. You communicate assistance is not needed
 - d. Local authorities or search and rescue personnel cease to provide services

- d. An **EAC** plan is developed for each subscriber. You are responsible for obtaining, setup, maintenance and operation of any hardware on your vessel. Failure to respond will be considered a signal for assistance and the Emergency Response Protocol will commence.
- e. Subscribers must use the **EAC** service responsibly. Any false reports of emergencies or failure to respond to communication requests initiated by **NAVOPLAN** may result in the termination of your EAC subscription. Additionally, **NAVOPLAN** reserves the right to impose a "false alarm" fee for any misuse of the service. The determination of whether a false alarm fee is warranted, and the amount thereof, is at the sole discretion of **NAVOPLAN**.
- f. By subscribing to the **EAC** service, you acknowledge and agree to these terms, ensuring that **NAVOPLAN** can effectively provide assistance when genuinely needed while safeguarding against misuse of the service.

12. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

- a. 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.
- b. If any event described under this Section 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - i. We will inform you as soon as is reasonably possible
 - ii. We will take all reasonable steps to minimize the delay;
 - iii. To the extent that We cannot minimize the delay, Our affected obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
 - iv. 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;

13. COMMUNICATION AND CONTACT DETAILS

- a. If you wish to contact Us with general questions or complaints, you may contact Us by email at support@navoplan.com.

14. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

- a. 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.
- b. We may use your personal information to:
 - i. Provide Subscriptions and Application to you;
 - ii. Process your payment; and
 - iii. 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.

15. OTHER IMPORTANT TERMS

- a. We may transfer (assign) Our obligations and rights under these Terms and Conditions (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 and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- b. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- c. 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 and Conditions.
- d. If any of the provisions of these Terms and Conditions 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 and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- e. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- f. We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions 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.

16. LAW AND JURISDICTION

- a. These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, United States law.

- b. Any disputes concerning these Terms and Conditions, 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.