

Terms of Service

Dated: October 1, 2024

Introduction

Thank you for using the Zeafarer platform and the products, services and features we make available to you as part of the platform (collectively, the “Service”).

Your Service Provider

The entity providing the Service is Zeafarer, Inc., a Delaware corporation, located at 1916 10th ST NW, Washington, DC 20001 (referred to as “Zeafarer”, “we”, “us”, or “our”).

Our Service

The Service allows users to manage the ongoing work and maintenance of seagoing vessel(s) (the “Ship”). The Service allows users to track work items, maintenance items, faults, and resolutions. The Service also allows users to manage Ship schedules and guest preferences. For more information on our products and services, please see the Ship’s Master Services Agreement, Statement of Work, or our Help Center [\[Link\]](#).

You are an authorized user on a Ship controlled by a “Customer”

An organization or other third party that we refer to in these User Terms as “Customer” has invited you to a ship (i.e. a unique instance of the Zeafarer Service where a group of users may access the Service relating to a single Ship).

What this Means for You and for us

Customer has separately entered into a Master Services Agreement (“MSA”) with us that permitted Customer to create and manage a Ship so that you and others could join (each invitee granted access to the Services, including you, is an “Authorized User”). The MSA contains our commitment to deliver the Services to Customers who may then invite Authorized Users to join its Ship(s). When an Authorized User (including you) submits Content (See Content Below) or information to the Services, you acknowledge and agree that Content is owned by Customer and the MSA provides Customer with many choices and control over that Content. For example, Customer may provision or deprovision access to the Services, manage permissions, or transfer or assign Ship(s) and these choices and instructions may result in the access, use, disclosure, modification, or deletion of Content.

The Relationship between You, Customer and Us

As between us and Customer, you agree that it is solely customer’s responsibility to (a) inform you and any Authorized Users of any relevant Customer Policies and Practices and any settings that may impact the processing of Content; (b) obtain any rights, permissions or consents from you and any Authorized Users that are necessary for the lawful use of Content and the operation of the Services; (c) ensure that the transfer and processing of Content under the MSA is lawful, and (d) respond to and resolve any dispute with you and any Authorized Users relating to or based on Content, the Services, or Customer’s Failure to fulfill these obligations. Zeafarer

makes no representations or warranties of any kind, whether expressed or implied to you relating to the Services, which are provided to you on an “as is” and “as available” basis.

Applicable Terms

Your use of the Service is subject to these terms (the “Agreement”). Please read this agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

Who may use the Service?

Age Requirements

You must be at least 13 years old to use the Service, however, children of all ages may use the Service if enabled by a parent or legal guardian.

Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian’s permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child’s activity on the Service.

Businesses

If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

These User Terms remain effective until Customer’s subscription for you expires or terminates, or your access to the Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these Terms of Service.

Your Use of the Service

Content on the Service

The content on the Service includes all videos (for example training videos), audio, graphics (for example maintenance diagrams), photos, text (for example comments and log entries), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, Zeafarer or a third-party (collectively, “Content”).

Content is the responsibility of the person or entity that provides it to the Service. Zeafarer is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including violating the law, you can report it to us at report@zeafarer.com.

Your Information

Our Privacy Policy [\[link\]](#) explains how we treat your personal data and protect your privacy when you use the Service.

Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or access Content for your personal, non-commercial use.

The following restrictions apply to your use of the Service. You are not allowed to:

1. Access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from Zeafarer and, if applicable, the respective rights holders;
2. Circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. Access the Service using any automated means (such as robots, botnets or scrapers) except with Zeafarer's prior written permission;
4. Collect or harvest any information that might identify a person (for example, usernames or faces), unless permitted by that person or allowed under section (3) above;
5. Use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
6. Misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
7. Run contests on or through the Service;
8. Use the Service to view or share Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
9. Use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content; or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales.

Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or Zeafarer.

Develop, Improve and Update the Service

Zeafarer is constantly changing and improving the Service. As part of these updates, we may make modifications or changes (to all or part of the Service) such as adding or removing features and functionalities, offering new digital content or services or discontinuing old ones. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, make changes to comply with law, or prevent illegal

activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. If we make material changes that negatively impact your use of the Service, we will provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues. We will also provide you with an opportunity to export your content from Zeafarer, subject to applicable law and policies.

Your Content and Conduct

You may be able to upload Content to the Service. You may use your Content to promote your business enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You and the Customer are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

Customer retains ownership rights in your Content. Customer grants each Authorized User of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content only as enabled by a feature of the Service. For clarity, this license does not grant any rights or permissions for a user to make use of Content independent of the Service.

The license granted continues for a commercially reasonable period of time after it is removed or deleted from the Service. You understand and agree, however, that Zeafarer may retain, but not display, distribute, or use server copies of your Content that have been removed or deleted.

Removal of Content

You may remove your Content from the Service at any time. You also have the option to make a copy of your Content before removing it. You must remove your Content if you no longer have the rights required by these terms.

If any of your Content (1) is in breach of this Agreement or (2) may cause harm to Zeafarer, our users, or third parties, we reserve the right to remove or take down some or all of such Content at our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for Zeafarer; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, or Zeafarer.

Account Suspension and Termination

You may stop using the Service at any time. You may have the option to download a copy of your data at Customer's discretion.

Zeafarer reserves the right to suspend or terminate your account or your access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we reasonably believe that there has been conduct that creates (or could create) liability or harm to any user, other third party, or Zeafarer.

We will notify you with the reason for termination or suspension by Zeafarer unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority; (b) would compromise an investigation; (c) would compromise the integrity, operation, or security of the Service; or (d) would cause harm to any user, other third party, or Zeafarer.

If you believe that the termination or suspension has been made in error, you can appeal by contacting report@zeafarer.com

Limitation of Liability

Except as required by applicable law, Zeafarer, its affiliates, officers, directors, employees, and agents will not be responsible for any loss of profits, revenues, business opportunities, goodwill, or anticipated savings; loss or corruption of data; indirect or consequential loss; punitive damages caused by:

1. Errors, mistakes, or inaccuracies on the Service
2. Personal injury or property damage resulting from your use of the Service
3. Any unauthorized access to or use of the Service;
4. Any interruption or cessation of the service;
5. Any viruses or malicious code transmitted to or through the service by any third party;
6. Any Content whether submitted by an Authorized User or Zeafarer, including your use of Content; and/or
7. The Removal or unavailability of any Content

This provision applies to any claim, Regardless of whether the claim asserted is based on warranty, contract, tort, or any other legal theory.

Zeafarer's total liability for any claims arising from or relating to the Service is limited to the total amount actually paid by Customer to Zeafarer in the 12 months preceding the date on which the first claim giving rise to liability arose.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Zeafarer, its officers, directors, employees, and agents, from and against any and all claims damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service; (b) your violation of any term of this Agreement; (c) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that your Content caused damage to a third party. This defense and indemnification will survive this Agreement and your use of the Service.

Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by Zeafarer. Zeafarer has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

Changing this Agreement

We may change this Agreement (1) to reflect changes to our Service or how we do business - for example, when we add new products or features to remove old ones, (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change this Agreement, we will provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new product or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove any Content you uploaded and stop using the Service.

Survival

The sections titled "Our Service", "Limitation of Liability", "Indemnity", and "Survival" will survive any termination or expiration of any terms in the Agreement.

Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

Governing Law

All claims arising out of or relating to these terms or the Service will be governed by Delaware law, without regard to its conflicts of laws rules. Any claim or cause of action arising out of or relating to this Agreement shall only be brought in the state or federal courts located in New Castle County, Delaware, and the Parties agree to the exclusive personal jurisdiction of such courts.

Limitation on Legal Action

You and Zeafarer agree that any cause of action arising out of or relating to the Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

How to contact us

If you have any questions, concerns or feedback, please email privacy@zeafarer.com or send a letter to:

Zeafarer, Inc.
1916 10th St NW
Washington, DC, 20001