

OneOcean Fair Use Policy – 1st February 2022

1. Introduction

- 1.1 This Fair Use Policy forms part of the OneOcean General Terms and Conditions and is applies to each Customers use of the OneOcean Services and Applications.
- 1.2 The aim of the Fair Use Policy is to ensure that OneOcean Applications and Services are used in the way that they are intended and not in a way that devalues the services (e.g. by downloading content to avoid the need to continue to subscribe to a subscription based service, or to share passwords or other content in breach of the Terms and Conditions) or in ways that negatively impact other users.
- 1.3 Please be aware that as the party that contracted with OneOcean for the product or service, the Customer is responsible for the actions of your employees or agents accessing or making use of the Application or Service, so it is important you are aware of and manage their actions in this regard.
- 1.4 This policy is subject to periodic revision by OneOcean to reflect changes in its services, customer behaviour, prevailing market conditions or changes in the agreements OneOcean may have entered into with third party suppliers. It is recommended that you check this policy often for changes that may impact your use of the Services or Applications.

2. Consequences for Breach of the Fair Use Policy

- 2.1 If OneOcean believes that you are in breach of the Fair Use Policy it will contact you to make you aware of the breach and ask that you remedy the situation.
- 2.2 OneOcean also reserves the right to temporarily suspend your access to the Application or Service without notice and/or terminate your Agreement with OneOcean.
- 2.3 Where OneOcean reasonably believes that your breach of the Fair Use Policy was intended to avoid the need to purchase additional Licenses for the Service or Application from OneOcean, OneOcean reserves the right to charge the Customer for these additional services at the rate set out in its agreement with the Customer. Where no such agreement exists One Ocean will change based on its current list price.

3. Fair Use for Subscriptions to Paper Charts and Publications

- 3.1 Only new editions of publications found on the customer mandatory publication list (or technical library) and supplied via the OneOcean outfit management process can be included as part of the Fixed Price Subscription Packages.
- 3.2 The Customer's mandatory publication list (or technical library) must be approved by OneOcean.
- 3.3 The Customer is responsible for periodically reviewing its mandatory publication list (or technical library) to ensure its continued accuracy and applicability. OneOcean is not responsible for publications wrongly supplied to the Customer due to the Customer's failure to notify OneOcean of required changes.
- 3.4 New Vessels joining a Customer's fleet are assumed to be compliant with the Customer's mandatory publication list (or technical library) at time of joining and only new editions of publications will be included in any Subscription purchased for such vessels. Any current

publications published prior to the start of the Subscription will need to be ordered and invoiced separately.

- 3.5 Any additional copies of publications that fall outside of the Subscription terms detailed above will need to be ordered and invoiced for separately.

4. Fair Use for Subscriptions to Digital Charts and publications

- 4.1 All Vessels must be enrolled to Pay As You Sail (PAYS) as the primary method of licensing AVCS. Customers will provide the set-up information needed by OneOcean to operate the PAYS service.
- 4.2 Additional products such as ADP, AENP and AVCS cells not available via PAYS must be purchased using the route to basket and B2B functions found in OneOcean software. These purchases should represent one single voyage (Port to Port) and follow recognised trading routes.
- 4.3 All products must be ordered for the shortest duration available on the Service that is necessary to cover the planned voyage and must not be renewed if they are not going to be used on an upcoming voyage.
- 4.4 All orders placed will be evaluated by OneOcean to determine if they are relevant to the intended voyage and represent expected normal usage. Normal usage is understood to be such charts or other documents necessary for safe navigation along the intended passage and to the intended port of destination. OneOcean reserves the right to decline orders and/or invoice vessels who do not respect the conditions described in this section 3.4 or elsewhere in this Fair Use Policy.
- 4.5 The final responsibility to ensure that the vessel(s) meets the carriage requirements by having “appropriate charts for the intended voyage” (as per SOLAS Chapter V – Safety of Navigation, Reg 34 & 34-1), lies with the Master under the guidance of the “Document of Compliance” holder. OneOcean will supply as per the Master requests whilst respecting the Fair Use Policy.

5. General Fair Use Provisions

- 5.1 OneOcean Services are generally licensed on a per Vessel basis. Unless it is expressly permitted in the Customer’s QSA sharing Services across Vessels that are not covered by a valid Subscription by any means is prohibited.
- 5.2 Password sharing is not permitted.
- 5.3 Bulk printing or local storage of an excessive volume of charts or other documents that clearly exceed what can be justified as necessary to meet the vessels navigation or regulatory requirements are not permitted.
- 5.4 The use of any ‘screen scraping’, ‘website crawlers’ or other similar technologies to create offline copies of any online information or Materials that are provided without the functionality to save a local offline copy are prohibited.