

Terms and Conditions (ClassNK MRV Portal)

Article 1 (Copyright and the data, etc.)

1. Copyright to the programs (web services and distribution programs) for the ClassNK MRV Portal service (this “**Service**”, which does not include any services regarding any certification) and any other rights related to this Service shall belong to ClassNK (the “**Society**”) and the development companies of this Service. Companies applying for EU-MRV and users of this Service (collectively, the “**Users**”) shall only have the non-exclusive right to use this Service in accordance with the terms and conditions herein (the “**Terms and Conditions**”).
2. The Society may use a part of the service provided by Ship Data Center Co., Ltd. (the “**ShipDC Service**”) to collect and store the data, which will be provided or transferred by the Users to the Society pursuant to their use of this Service. The data that the Users provide or transfer to the Society pursuant to their use of this Service will be stored in the data center managed by the Society relating to this Service (with respect to the data collected by using the ShipDC Service, in both the data center managed by the Society relating to this Service and the ShipDC Service). The Society will not assume the duty of care of a good manager with respect to the storage of such data, and will not warrant the completeness of such stored data and the availability for use of such stored data by the Users.
3. The Society and the Users shall use the data, provided or transferred by the Users to the Society pursuant to their use of this Service and stored in the data center managed by the Society relating to this Service and/or the ShipDC Service, only for the purpose of the EU-MRV certification procedure, and shall not use it for any other purposes; provided, however, if an User enters into a separate contract with Ship Data Center Co., Ltd., by applying for the service in accordance with the terms and conditions set forth by Ship Data Center Co., Ltd. etc., such User may use such data stored in ShipDC Service for purposes other than EU-MRV certification procedure in accordance with such separate contract.

Article 2 (ID and Password)

1. The Users must be careful not to leak their login ID and password to any unauthorized persons. Neither the Society nor any of its officers or employees shall be liable for any losses, damages or expenses of whatever nature incurred by the Users arising out of or in connection with any unauthorized access of this Service.
2. If a login has occurred by using a login ID and the

corresponding password, the Society shall deem that the User registered with that login ID has logged in to this Service.

Article 3 (Use of this Service, etc.)

1. The method of providing this Service will be the one that the Society establishes from time to time.
2. The Society will not warrant that the programs for this Service are free from bugs or that the related data is free from errors.
3. The Society may suspend or terminate this Service without notice. Neither the Society nor any of its officers or employees shall be liable for any losses, damages or expenses of whatever nature arising out of or in connection with such suspension or termination of this Service.
4. Users shall pay to the Society the fees with respect to the use of this Service by wire transfer to the bank account designated by the Society within 30 days after the issuance date of an invoice from the Society (the expenses required for such wire transfer shall be borne by the Users).
5. The fees with respect to the use of this Service will be charged upon application for this Service and any extension of the usage period. With respect to the ships for which the Society implements Emission Report certification, the amount of the fees with respect to the use of this Service will be deducted from the fees with respect to the certification.
6. The usage period for this Service starts at the time that the Society receives a User’s application for this Service and ends at the completion of certification of the Emission Report with respect to the EU-MRV certification corresponding to the period specified by the User at the time of the said application; if the User has applied for the next certification of the Emission Report before the expiration of the usage period, the usage period will be automatically extended to the completion of certification of that Emission Report with respect to the EU-MRV certification. Provided, however, in the cases where the certification of the Emission Report corresponding to the period specified by a User at the time of the application for this Service is not to be implemented, the usage period for this Service will end on the first-arriving April 30 after the end of the specified period.
7. If there is any change in a User’s company name, address, contact information or other items registered with the Society, the User shall promptly report the change to the Society.

Article 4 (Prohibition)

1. In using this Service, the Users are prohibited from engaging in any of the activities listed in the items set forth below:
 - (1) Using this Service for the purposes of making available all or part of this Service or any function thereof to a third party;
 - (2) Granting a license of, selling, leasing, renting, transferring, or establishing security on, this Service to or for a third party;
 - (3) Reverse engineering, such as disassembling, the programs for this Service by any means, or analyzing the source code or algorithm thereof (unless deemed legal); or
 - (4) Modifying, duplicating, adapting, processing, or otherwise amending this Service and creating derivative products using any part or all of this Service.
2. If the Society or any of its officers or employees suffer any losses, damages or expenses arising out of or in connection with unauthorized use, etc. of this Service, the Society or its officers or employees may claim for reimbursement of such losses, damages or expenses to the responsible Users.

Article 5 (Indemnification)

1. Neither the Society nor any of its officers and employees shall be liable for any losses, damages or expenses incurred by the Users arising out of or in connection with the use or inaccessibility of this Service.
2. Use of this Service does not assure the Society's certification of EU-MRV.
3. Users shall use the data obtained through this Service at their own responsibility and cost. Neither the Society nor any of its officers and employees shall be liable for any losses, damages or expenses of whatever nature incurred by the Users arising out of or in connection with fraud or error with respect to such data.

Article 6 (Version Upgrade)

The Society may make updates to this Service. The Users may obtain updated versions of the distribution program of this Service by logging in to this Service if they wish. The Users shall use the updated versions of this Service in accordance with these Terms and Conditions. Neither the Society nor any of its officers and employees shall be liable for any losses, damages or expenses of any nature arising out of or in connection with the use of old versions after the distribution of an updated version of this Service.

Article 7 (Suspension)

1. The Users may suspend use of this Service by giving prior written notice to the Society.
2. If any one of the items set forth below applies to a User, the Society may immediately suspend that User's use of this Service without notice or

compensation.

- (1) In the event that the User breaches the contract with the Society with respect to this Service;
 - (2) In the event that the application for EU-MRV certification is canceled;
 - (3) In the event of any delay of payment of an outstanding invoice with respect to this Service or EU-MRV certification;
 - (4) In the event that any filing related to bankruptcy, corporate rehabilitation, corporate reorganization or any other insolvency proceedings of the User is made or the assets of the User become subject to provisional attachment, provisional disposition, or compulsory execution by a third party; or
 - (5) In the event that the User is discovered to have a relationship with anti-social forces.
3. In the event that a User suspends use of this Service, the User shall either return to the Society or destroy the software as well as the programs for the Service in accordance with the Society's instructions.

Article 8 (Confidentiality)

1. The Society is prohibited from disclosing or leaking to any third party any confidential information related to the Users' technology or management practices known through this Service; provided, however, that this Article does not apply (i) if the Society obtains prior consent from the Users, (ii) if the disclosure is based on laws and regulations, (iii) if there is an urgent need, such as a marine accident, or (iv) if the disclosure is required by court order, legal proceedings or is requested by a public organization, such as a national government having valid authorities.
2. Paragraph 1 of Article 8 shall survive even after a User suspends use of this Service in accordance with paragraphs 1 and 2 of Article 7.

Article 9 (Amendment)

The Society may amend these Terms and Conditions at any time it deems necessary, without prior notice to the Users. However, if the Users will be significantly affected by the amendment of these Terms and Conditions, the Society shall inform them thereof by issuing a notice with a reasonable notice period. Notices regarding amendments to the Terms and Conditions shall be posted on the Society's homepage, so please visit the page accordingly.

Article 10 (Governing law, etc.)

1. The "Rules for Validation and Verification of Greenhouse Gases" of the Society as amended from time to time shall apply to the contracts between the Users and the Society with respect to this Service. If there is any discrepancy between

the provisions of these Terms and Conditions and the provisions of the “Rules for Validation and Verification of Greenhouse Gases” of the Society, the provisions of these Terms and Conditions shall prevail.

2. The provisions of these Terms and Conditions shall be governed and construed in accordance with the laws of Japan.
3. Any dispute relating to this Service shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.

Article 11 (Consultation)

Any matter not provided for in these Terms and Conditions or the “Rules for Validation and Verification of Greenhouse Gases” of the Society or any question relating to the interpretation thereof shall be resolved by consultation in good faith between the Users and the Society.