



## Ship Security Reporting System

### **SSRS TERMS AND CONDITIONS** DATE OF LAST REVISION: 2 February 2011

THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THIS WEB SITE  
AND OUR SSRS SERVICE SO PLEASE TAKE THE TIME TO READ THEM.

#### **1. Introduction**

- 1.1 We are Pole Star Space Applications Limited, a limited company registered in England (company number 3505279). Our business is based in England and our registered office is at c/o Rayner Essex LLP, Tavistock House South, Tavistock Square, London, WC1H 9LG. Our VAT registration number is 710640281.
- 1.2 We are a leading business-to-business provider of satellite-enabled fleet management, ship security alert, vessel tracking and other asset monitoring systems to the maritime industry. Our web site found at <https://www.ssrs.org/> is provided for the benefit of customers interested in or registered and/or subscribed to use our ship security reporting system (SSRS) service. We administer the site from England and through our service providers who may or may not be based in England.
- 1.3 These terms and conditions set out our commitment to you and your commitment to us in respect of your use of this site and the SSRS service. If you wish to become a registered user of the site or subscribe to use the SSRS service then we require you to accept these terms and conditions as part of the registration/subscripton process. If you browse the site without becoming a registered user then these terms and conditions will still apply to your use.
- 1.4 We may amend these terms and conditions at any time. If we do this we will post the revised version on this page of the site and we will send registered users an email notifying them of the change. Unless we inform you otherwise, a change will take effect seven days after the date that we post it on this page. Your use of the site and/or our services after the date a change takes effect will be subject to these terms and conditions as amended by the change. We will take your continued use as your acceptance of the change, so if an amendment is not acceptable to you then you should stop using the site and unsubscribe from the SSRS service.

## **REGISTRATION**

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#### **2. Registered Site Users**

- 2.1 To access most parts of the site and to subscribe to the SSRS service you must first register with us as a registered user of the site. As part of the registration process you will be asked to provide information such as your name and contact details. All fields marked as being mandatory must be completed.
- 2.2 By applying to register with us as a registered user of the site you represent and warrant to us that: (i) you have the capacity to understand, accept and comply with these terms and conditions; (ii) you are registering to use the site in the course of your business; (iii) where you



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are acting on behalf of a business, you are authorised to act on behalf of that business for the purposes of registration and subsequent use of the SSRS service; (iv) you or the business for which you act are the owner of one or more vessels; and (v) all the information you provide in the course of your registration is complete, accurate and up to date.

- 2.3 We will send you confirmation by email that we have received your registration application. This confirmation does not constitute our acceptance of your registration application. On acceptance, you will be provided with a username and password so that you may access your online account on the site. Our acceptance or non-acceptance of your application for registration with the site is completely at our discretion.

### 3. Security

- 3.1 Your username and password allow you access to and use of the restricted parts of the site and to manage any subscriptions that you may have to the SSRS service. You must keep your username and password secret at all times and not disclose it to any person.
- 3.2 You are responsible for all consequences arising from the use or misuse of your username and password. In particular, you acknowledge and understand that instructions and actions transmitted via the site will be deemed to have originated from you if your username and password have been used. We strongly recommend that you do not allow anyone else to use your account.
- 3.3 You must inform us immediately if you become aware or suspect that your username and/or password is known by any other person so that we can take appropriate action to prevent the misuse of such information.

## **SUBSCRIPTION TO USE THE SSRS SERVICE**

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### 4. Using your online account to subscribe to the SSRS service

Once you have registered with us and we have accepted your registration, you may register the details of each of the vessels in your fleet in your online account. You may then apply to subscribe registered vessels to the SSRS service.

### 5. Vessel registration

- 5.1 The registration of vessels in your fleet allows you to easily manage and view the vessels which you have chosen to subscribe or may wish to subscribe to the SSRS service through your online account. Vessel registration alone does not subscribe a vessel to the SSRS service.
- 5.2 As part of the vessel registration process you will be asked to provide information such as the vessel's IMO number and flag. All fields marked as being mandatory must be completed and you agree to provide any further vessel information that we may reasonably require from time to time.



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5.3 By registering a vessel with us you represent and warrant to us that: (i) you or the business for which you are acting are the registered owner of the vessel; and (ii) all the information you provide in the course of the registration is complete, accurate and up to date.

### 6. Subscription to the SSRS service

6.1 To subscribe a registered vessel to the SSRS service, you must purchase an SSRS service subscription for the vessel. You may only purchase an SSRS subscription for vessels you have registered on the site. Each subscription lasts for a year and covers one vessel. This means to cover a fleet of 40 vessels you need 40 subscriptions, one for each vessel in the fleet – although you do not have to purchase a subscription for all your vessels or purchase all your subscriptions at the same time.

6.2 To subscribe a registered vessel to the SSRS service, click on the "Manage subscriptions" button which will take you to the "Subscribe new vessels" area of the site. Select the vessel that you wish to subscribe by ticking the box next to the relevant vessel. Once you have selected all the vessels that you wish to subscribe, click on the "Subscribe" button which will take you to the "Confirm subscription payment" area of the site. This area of the site will show the total subscription fee(s) payable by you, in US Dollars, for the selected SSRS service subscriptions (including any applicable value added tax). This total fee must be paid in full in advance and once your subscription has been accepted by us the subscription fee is non-refundable.

6.3 We will then ask you to confirm that you have read and agree to: (i) our guidelines on how to set-up your SSAS equipment onboard each subscribed vessel so that it will operate with our SSRS systems; and (ii) these terms and conditions. Having acknowledged your acceptance, click on the "Pay" button to proceed to the secure "Payment" area where you enter your payment details. All fields marked as being mandatory must be completed. Having completed your payment details you then click on the "Submit Payment" button to submit your subscription request. You can remove or change the registered vessels that you wish to subscribe to the SSRS service or stop the subscription process at any time prior to clicking on the "Submit Payment" button; but after clicking on the "Submit Payment" button it is not possible for you to change or cancel your subscription request.

6.4 You may pay by card or prepaid code. Details of the cards we accept can be found on the site. Authority for payment is given, and your card is charged, at the time that you submit your subscription request. If we do not receive payment authorisation the site will notify you that your payment has been declined and that your subscription request has been unsuccessful. If any payment authorisation is subsequently cancelled, we may immediately terminate or suspend your SSRS service subscription (including the provision of the SSRS service).

6.5 By subscribing a vessel you warrant and represent to us that: (i) you are subscribing to and purchasing the SSRS service in the course of your business; (ii) where you are acting on behalf of a business, you are authorised by the business to make a subscription request and to purchase a subscription to the SSRS service for and on its behalf; (iii) the information you have provided to us as a part of the subscription process is accurate, complete and up-to-date; and (iv) you are entitled to purchase a subscription using the payment details that you have provided.

6.6 Subscription to the SSRS service is offered by us on this site on an "invitation to treat" basis only. By submitting your payment and subscription details, you are making an offer to us to purchase a subscription. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment details and confirmed that we have accepted your subscription request in accordance with paragraph 6.7.



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- 6.7 We accept a vessel subscription request at the time we send confirmation to you by email that we accept the request and it is at this moment that a contract is made between you and us in respect of the provision of the SSRS service for that vessel. Please note that we will not send you a separate acknowledgement of receipt of your subscription request. Each vessel subscription constitutes a separate contract between you and us (**subscription contract**) and is subject to these terms and conditions to the exclusion of all other terms and conditions. We may decline a subscription request at our absolute discretion.
- 6.8 The price of your subscription will be based upon our SSRS subscription fee and the value added tax rate in force at the time you submit your subscription request. If the subscription fee or value added tax rate are different from those published on this site then this will be brought to your attention before we accept your subscription request.
- 6.9 The subscription for each vessel listed in your subscription request shall commence on the date that we send confirmation to you of our acceptance of your request. However, the SSRS service will not be operational in respect of a subscribed vessel until you have correctly set up the vessel's Ship Security Alert System (**SSAS**) unit to operate with our SSRS systems.

### 7. **Renewing your subscription to the SSRS service**

Your online account area will also show when your subscription for a vessel has expired. If you wish to renew your subscription then you will need to complete the subscription process to renew by selecting the "Renew subscribed vessel(s)" option in the "Manage subscriptions" area of the site. If you do this before your existing subscription runs out and we accept your renewal request then your renewal will start on the day your existing subscription expires rather than the date on which we accept your renewal request.

### 8. **Cancellation**

You may at any time cancel your SSRS service subscription in respect of any subscribed vessel by following the procedure to cancel a subscription on the site. Please note that all subscription fees are non-refundable.

## **SSRS SERVICES**

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### 9. **Activation of the SSRS service**

- 9.1 Information on how to configure the subscribed vessel's SSAS unit so that it operates with our SSRS systems is available on the site.
- 9.2 You are responsible for ensuring that the SSAS unit on your subscribed vessel is configured correctly so that it will effectively operate with our SSRS systems. The SSRS service will become operational in respect of a subscribed vessel once you have correctly configured the SSAS unit on the vessel.

### 10. **Scope and operation of the SSRS service**



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- 10.1 We periodically monitor the latitude and longitude position reports and the alerts transmitted by the SSAS unit on each subscribed vessel.
- 10.2 Where our SSRS systems receive a security alert transmitted from a subscribed vessel's SSAS unit, we will forward the alert together with the vessel's IMO number, its last reported latitude and longitude position and such additional information that is available to us and which we decide may be helpful, to the relevant Naval Operations Centre in a format that is suitable for use by most naval authorities. Please note that we can only provide the SSRS service in respect of naval authorities that have agreed to participate in the SSRS service.
- 10.3 Where an alert has been received from a subscribed vessel's SSAS unit, we will use our SSRS systems to monitor future transmissions from the vessel and will continue to forward any further security alert signals and/or latitude and longitude position reports that we receive from the vessel to the relevant Naval Operations Centre.
- 10.4 The SSRS service has been designed to operate with all SSAS units that comply with the legislation and regulatory requirements currently in force. We will not be obliged to provide the SSRS service to you where: (i) the SSRS service is not compatible with the SSAS system installed on your subscribed vessel, or (ii) the law or regulations governing the design, specification and/or operation of SSAS units changes so that it is no longer commercially viable for us to provide or operate the SSRS service.

### 11. Your obligations

- 11.1 You are responsible for ensuring that the SSAS unit on each of your subscribed vessels: (i) is fully functional and operational; (ii) is compliant with all applicable legislation, regulatory requirements, guidelines and industry codes including (but not limited to) SOLAS XI-2/6; and (iii) has successfully completed a SSRS test prior to operation; and (iv) is at all times switched on and capable of initiating and transmitting a vessel-to-shore security alert signal.
- 11.2 We shall not be liable to you under any statute or in contract, tort or otherwise for any failure to carry out our obligations under these terms and conditions arising out of: (i) your failure to properly maintain any of the SSAS units on your subscribed vessels; (ii) your failure to properly set-up and configure any of the SSAS units to operate with our SSRS systems; (iii) any incorrect information submitted by you to us; or (iv) your failure to ensure that any SSAS unit has successfully completed its SSRS test prior to operation; and (v) any incorrect, erroneous or unreadable information that we receive from any of the SSAS units on your subscribed vessels.

## USING THE SITE

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### 12. Access

- 12.1 The site and the online parts of the SSRS service are accessed via the Internet. You are responsible for providing a suitable computer or mobile device to access and use the site and our online services and for any telecommunications costs you incur in connection with your use. Please note that the quality of your computer and the quality of your connection will affect your use of the site and the online services (for example, the site may seem slow if you have a poor connection).



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12.2 You should also check that your computer has suitable protection, such as virus protection. We are not responsible for any computer virus or bug that affects your computer, mobile device or data as a result of your use of the site or our online services or the downloading of any materials from the site.

### 13. Your use of the site

13.1 We do not allow any illegal activities to take place on the site or through the use of our online services. You agree to use the site and our online services for lawful purposes only and in a manner which is consistent with any and all applicable laws and regulations in the country in which you access the site. Your use of the site must not infringe the rights of, or restrict or inhibit the use and enjoyment of the site by, any other person. You agree not to take any action that imposes an unreasonable, or disproportionately large, load on the infrastructure of the site or our online services.

### 14. Information

14.1 Although we take pride in the site and aim to keep it up to date, please note that information we post may, at times, be incomplete, out of date or inaccurate. If you wish to rely on any information we post then we recommend that first you confirm with us that the information you wish to rely on is correct. The content of the site is subject to change at any time.

14.2 We rely on the information you provide to us, particularly the information you give us as part of the user and vessel registration and vessel subscription process. It is your responsibility to keep us informed of any changes to this information. Details of how to do this can be found on the site.

### 15. Intellectual property

15.1 We own or are licensed to use all copyright, trade marks and other intellectual property rights in and/or relating to the site, its contents and our online services. You may use those intellectual property rights only to the extent that you need to use the site and our online services.

15.2 We may also claim trade mark and service mark rights in marks found on the site. Other trade marks and names may be used on the site to refer to the entities claiming the marks and names of their products and/or services. We disclaim any proprietary interest in the marks and names of others.

### 16. Links

Where we provide hypertext links to third party web sites or contacts we do so for information purposes only. We are not responsible for any products, services or materials found on linked third party sites. You use such links entirely at your own risk and we accept no responsibility for the content or use of such web sites or for the information contained on such sites (including any web site through which you may have gained access to the site). You may not link to this site, nor frame it without our written permission.

### 17. Availability

Our aim is to make the site and our online services available for use at all times, but we cannot, and do not, guarantee availability either generally or at any particular time. There will be times when the site, our online services or your account are unavailable. Such unavailability may be planned (for example, where we are carrying out planned maintenance or upgrades) or





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unplanned (for example, where there is a hardware or software failure). You acknowledge and understand that you will not be able to use the site and our online services when they are unavailable. We will try to keep unavailability to a minimum, but we accept no liability for any loss or damage you may suffer as a result of the site and/or our services being unavailable. We reserve the right to add to or change the site at any time without notice or explanation and without incurring any liability to you.

### 18. Storage of data

We store data that you post on the site on our central database and servers. Our database and servers are designed to be secure, but no database or server can guarantee one hundred per cent protection either in terms of unauthorised access or loss of or damage to information. We are not responsible for any loss of, access to, deletion or alteration of, any data you post on the site.

### 19. Confidentiality

- 19.1 Each party shall keep confidential any information of a confidential nature disclosed to it by the other. Nothing in this paragraph shall apply to any information which is (or becomes) available to the public other than by breach of these terms or where the party receiving the information already possesses it or obtains it from a third party in circumstances in which the disclosing and receiving parties are free to disclose it.

## DISPUTES AND LIABILITY

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### 20. Limitations on liability

- 20.1 Nothing in these terms and conditions or any subscription contract shall exclude or limit our liability for: death or personal injury arising from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be limited or excluded by law. This provision overrides all other provisions of these terms and conditions.
- 20.2 The warranties and conditions set out in these terms and conditions are in lieu of all other conditions, warranties or terms which might but for this clause be implied or incorporated into any dealings between you and us in respect of the SSRS service or any subscription contract by statute, common law or otherwise, all of which are excluded to the extent permitted by applicable law.
- 20.3 We will not be liable to you under any statute or in contract, tort or otherwise for any: loss of profits, business revenue, business opportunity, contracts, goodwill, data and/or anticipated savings; and/or indirect or consequential loss or damage.
- 20.4 Our total aggregate liability to you under or in connection with each subscription contract (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to £2,000.
- 20.5 Our total aggregate liability to you under or in connection with these terms and conditions (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to £2,000.



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### 21. Indemnity

- 21.1 You shall indemnify us against all losses, costs, damages, and expenses (including legal costs and disbursements on a solicitor and client basis) suffered or incurred by arising out of or in connection with (i) your failure to comply with any of your obligations under these terms and conditions or any subscription contract; (ii) any charge levied against us by a Naval Operations Centre or a naval authority or force in relation to any response by a naval authority or force to a security alert sent by us in respect of one of your subscribed vessels; or (iii) any breach or alleged breach of any representation or warranty given by you.

### 22. Disputes

We always try to give you the best service we can so if you have a grievance with us please let us know and we will try to sort it out quickly and amicably.

## OTHER TERMS

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### 23. Data Protection

We are registered under the Data Protection Act 1998. We may use your personal information to: (i) fulfil our obligations to you in respect of any subscription to and/or performance of the SSRS service; (ii) process your payments; (iii) disclose information about you to any relevant regulator if they require it or to anyone else if we have a legal duty to do so; (iv) help you to use this site; and (v) contact you about our or our group companies' goods, services, special offers and events that we think may be of interest to you. We may disclose your information to our employees, agents, group companies and service providers for these purposes.

You have the legal right to ask for a copy of the personal information we hold about you (for which we may charge a small fee) and to correct any inaccuracies in your information.

### 24. Circumstances beyond our control

We will not be liable to you for any breach of or delay in the performance of our obligations under these terms and conditions or any subscription contract to the extent that the breach is directly or indirectly due to circumstances beyond our reasonable control, which shall include, without limitation, fire, flood, storm, other natural event, act of God, explosion, lock-out, civil disturbance or war.

### 25. Third party rights

No third party shall have any rights under or in connection with these terms and conditions or any subscription contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

### 26. Waiver

No delay or failure by us in exercising or enforcing any right or remedy under these terms and conditions or any subscription contract will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.





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### 27. Severability

If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.

### 28. Governing law

These terms and conditions and each subscription contract are governed by and shall be construed in accordance with the laws of England and Wales and you and we hereby submit to the exclusive jurisdiction of the English courts in respect of the same.

### 29. Keeping these terms and conditions

We do not separately file these terms and conditions or any subscription contract. All our contracts are concluded in English. You can always access the latest version of these terms and conditions at this page. Please make a durable copy of these terms and conditions by printing and/or saving a download copy on your own computer.

### 30. Contacting us

To contact us please phone us on +44 (0)207 313 7400 or email us at [info@ssrs.org](mailto:info@ssrs.org).