

## GENERAL TERMS AND CONDITIONS

### 1. Subject Matter of the Agreement

- 1.1. This Agreement, made and effective on the Effective Date shall regulate the provision of each and every one of the products and services provided by Safebridge, unless otherwise agreed between the Parties.
- 1.2. Reference to this “**Agreement**” or the “**Terms and Conditions**” shall refer to the following documents:
- 1.2.1. this Agreement which consists of the “General Terms and Conditions” (“**GTC**”) of Safebridge located in [www.safebridge.net/legal](http://www.safebridge.net/legal) under the heading General Terms and Conditions;
  - 1.2.2. the applicable “Product Specific Terms” (“**PST**”) for each product and/or Service and/or Application, signed or otherwise accepted as forming part of this Agreement, located at [www.safebridge.net/legal](http://www.safebridge.net/legal) under the heading Product Specific Terms; and
  - 1.2.3. the “Terms of Use” (“**TOU**”) of each individual Application located at [www.safebridge.net/legal](http://www.safebridge.net/legal) under the heading ‘Terms of Use’.
  - 1.2.4. For avoidance of doubt, in case of any conflict between the various documents listed above, the following order of precedence shall apply, where the document listed first will take precedence over the document listed later.
    - 1.2.4.1. Applicable Product Specific Terms;
    - 1.2.4.2. General Terms and Conditions;
    - 1.2.4.3. Terms of Use.
- 1.3. The following definitions apply for the purposes of this Agreement:

<b>“Application(s)”:</b>	All pieces of software provided by Safebridge, including – however not limited to – the Safebridge platform(s) used to provide the Services and any other software which may be installed and used on User or End-User devices;
<b>“Cloud Services”:</b>	Refers to any service made available by Safebridge to its Users on demand via the internet using a cloud provider's servers as opposed to Safebridge's own on-premise servers. Such Cloud Services are accessible globally via the internet. Cloud providers engaged by Safebridge, to enable the provision of the Cloud Services, are compliant with the GDPR and the national laws of Germany with regards to data protection;
<b>“Competitor”:</b>	Means any individual or company designing, developing, licensing, manufacturing, marketing or distributing any products or services which are competitive with any products and/or service provided by Safebridge to Customer in accordance with this Agreement;
<b>“Customer”:</b>	The party entering with Safebridge into this Agreement or any other agreement which makes reference to this Agreement. When applicable Customer may either use the Application(s) by itself or, if applicable, <b>designate</b> any of its qualified personnel to use the Application(s);
<b>“Effective Date”:</b>	Shall have the meaning as defined in section 13.1;
<b>“End-User(s)”:</b>	Persons acting in a capacity which falls outside of the scope of the definition provided in this Agreement for Customers or Users;
<b>“GDPR”:</b>	General Data Protection Regulation (EU) 2016/679 of 27 April 2016;
<b>“License and Remuneration Model”:</b>	The license and remuneration model chosen by Customer as specified in the Product Data Sheet of each respective Service and/or Application - as may be amended from time to time or as otherwise agreed by the Parties in writing;

<b>“Material”:</b>	All related course material used for training and/or any generated reports for the assessment of certain parameters as supplied by the respective Application and/or any certificates issued or uploaded and/or any other products and/or by-products derivant from use of the Service(s) or Application(s);
<b>“Payment Terms”:</b>	Shall refer to the Safebridge payment methods and terms located at <a href="http://www.safebridge.net/legal">www.safebridge.net/legal</a> under the heading “Payment Methods and Terms”;
<b>“Personal Data”:</b>	Shall have the meaning set out in article 4(1) of the GDPR;
<b>“Product Data Sheet” or “PDS”:</b>	Shall have the meaning as defined in section 12.2;
<b>“Product Specific Terms” or “PST”:</b>	Shall have the meaning as defined in section 1.2.2;
<b>“Relevant Data”:</b>	Personal Data which is processed by Safebridge pursuant to the direct business relationship between Safebridge and Customer in accordance with the terms of this Agreement. This excludes Personal Data directly provided by Users or End-Users to Safebridge pursuant to any other agreement entered into between Safebridge and User or End-User;
<b>“Sanctions”:</b>	Shall refer to any restrictive measures, administered or enforced by the European Union, U.S. Department of Treasury’s Office of Foreign Assets Control, the United Nations Security Council, Her Majesty’s Treasury, or any other relevant sanctions authority, which affect in any way Safebridge and/or come in conflict with Services and/or any of the Safebridge’s business activities;
<b>“Service(s)”:</b>	Shall refer to each and every one of the products and services provided by Safebridge;
<b>“Term”:</b>	Shall have the meaning as defined in section 13;
<b>“Terms of Use” or “TOU”:</b>	Shall have the meaning as defined in section 1.2.3;
<b>“User(s)”:</b>	Refers to the qualified personnel of the Customer designated by Customer to use the Application(s);
<b>“Web-Shop”:</b>	Refers to the e-commerce website of Safebridge located on <a href="https://booking.safebridge.net/">https://booking.safebridge.net/</a> .

- 1.4. At the time of entering into this Agreement, each Application and/or Service offers the functionalities as set out in the Product Data Sheet which may be changed from time to time upon reasonable prior notice to the Customer and the End-User.
- 1.5. During the Term of this Agreement Safebridge will:
  - 1.5.1. provide the Service and/or Application, as defined in the Product Data Sheet;
  - 1.5.2. grant the required licenses; and
  - 1.5.3. maintain the Service and/or Application.
- 1.6. Each Service and/or Application is offered in English and any other languages mentioned in the respective Product Data Sheet of each Service and/or Application. In any case, further languages may be added in the future.

## 2. License

- 2.1. Subject to the terms of this Agreement, Safebridge grants Customer the non-exclusive, temporary, and revocable license to use the Service, and/or Application provided by Safebridge as an “application as a service” over the internet, during the Term. The Service is completed in its entirety upon fulfilment of the intended purpose of each respective Service or, where applicable, upon expiry of the term of the subscription already paid for by the Customer.

- 2.2. Customer is permitted to receive the Service and/or use the Application and/or, where applicable, the Material as stipulated in this Agreement and, where applicable, in the respective License and Remuneration Model. Furthermore, Customer shall only grant access to the Application and, where applicable, the Material to designated Users. Any further use or exploitation, including, in particular the resale of the Material or of access to an Application, or the transfer of the Material (or parts thereof) to any other own or third-party application is strictly prohibited unless explicitly agreed on in writing between Safebridge and Customer.
- 2.3. The selling, lending, renting, licensing, distributing, copying or making available of the Application and/or Material or login data to any third parties as well as the translation, adaptation, arrangement or any other alteration of the Application and/or Material without Safebridge's prior written consent, and any transfer of the Material (or parts thereof) to any other own or third-party application is prohibited. Customer is allowed to make copies of, where applicable, the Application and/or the Material only to the extent necessary for the use of the Application and receipt of the Services provided under this Agreement. The license granted to Customer is not transferable to any third party.
- 2.4. Customer is aware that the use of the Application may be made available through Cloud Services and may require an operating network connection to the internet as well as third-party software to be installed on Customer's devices such as operating systems, web-browsers, pdf readers, etc. In any case, Customer acknowledges the system requirements as stated in the Product Data Sheet and shall only install and/or run the Application in case Customer's hardware fulfils such requirements.

### **3. License Fees and Payment**

- 3.1. Safebridge offers different types of licenses and/or subscriptions as further defined in the PST or relevant pricelist provided upon request or the Web-Shop or the Product Data Sheet respectively or as otherwise agreed by the Parties in writing.
- 3.2. Regarding any login-based payment models, the Application is considered to be in use when a set of login data allocated to Customer is activated on an electronic device.
- 3.3. Payments, upon receipt of the order confirmation / invoice / payment advice, have to be made in accordance with the Payment Terms. Each invoice will be sent by email in pdf format to the e-mail address of the Customer-provided point of contact.
- 3.4. The purchased Services will be credited and made available in the account of Customer in accordance with the provisions of the Payment Terms.

### **4. Customer Duties and Obligations**

- 4.1. Customer shall at all times during the term of this Agreement duly cooperate with Safebridge. In particular Customer shall:
  - 4.1.1. pay any remuneration due in accordance with the applicable License and Remuneration Model and the Payment Terms;
  - 4.1.2. provide and maintain the technical equipment required to receive the Service and use the Application and ensure that the technical equipment complies with the Minimum System Requirements set out in the Product Data Sheet as updated from time to time;
  - 4.1.3. provide Safebridge with its electronic contact data, and keep this information updated, if necessary;
  - 4.1.4. check its mailbox regularly and secure that e-mails from Safebridge, especially order confirmations or invoices, are received;
  - 4.1.5. ensure that the login data and any Material (or modifications thereof) is protected against unauthorized access and is not disclosed to any third party;

- 4.1.6. instruct Users and supervise Users regarding the confidential use of the login data handed over to them;
  - 4.1.7. report to the Company any breach of Confidential Information or infringement of intellectual property rights of the Company.
  - 4.1.8. ensure ownership of any rights required to insert or upload any content in the Application;
  - 4.1.9. secure that End-Users provide their consent for the processing and storing and, where applicable, sharing of their personal data to third parties for the purpose of delivery of the Service and/or use of the Application; and
  - 4.1.10. secure that Users accept and continuously comply with the Terms of Use (TOU) applicable to each individual Application before using the Application.
- 4.2. Customer at any time remains fully responsible for:
- 4.2.1. its Users and the work conducted by such Users. Safebridge by, where applicable, offering the Services and use of the Applications and issuing the Material under this Agreement does not accept any responsibility in this regard; in particular (but not limited to) with regard to decisions made by Customer or third parties based on the content of the Material.
  - 4.2.2. the usage of the Material in compliance with all applicable laws, in particular (but not limited to) with regard to data protection, privacy and labour laws.
  - 4.2.3. the satisfaction of any requests made by End-User with regards to End-User's Personal Data pursuant to any rights granted to End-User under – and subject to any restrictions/limitations introduced by – applicable national laws and EU directives and regulations, and as outlined in the Safebridge Data Protection Declaration located in [www.safebridge.net/legal](http://www.safebridge.net/legal). Such requests shall only concern Relevant Data. For the avoidance of doubt, requests made by End-User to Customer with regards to Personal Data which is not Relevant Data shall be forwarded to Safebridge immediately and without undue delay.
  - 4.2.4. the acceptance of any certificates issued under or pursuant to this Agreement by charterers, flag states etc.

## **5. Relationship between Safebridge and Users or End-Users**

- 5.1. Users or End-Users can access the Application by completing registration of their own account after activation is completed by Customer and – if applicable – after Users or End-Users have personally completed the process for registration of own user account. The relationship between Safebridge and Users or End-Users is limited to the access to the Application granted by Safebridge to the Users or End-Users under the terms of this Agreement. For the avoidance of doubt, the contractual relationship created under these terms is only between Safebridge and Customer or End-User.
- 5.2. Users or End-Users that want to use the Application have to provide their correct personal data in order to verify their identity. The use of the Application without correct identification is prohibited.
- 5.3. Users or End-Users have to consent to the Terms of Use (“**TOU**”). Customer undertakes reasonable legal and practical efforts to secure that Users comply with any stipulations under this Agreement and the Terms of Use and Privacy Policy of each Application.
- 5.4. Safebridge is entitled to exclude Users from receiving Services or using Applications and to withdraw issued certificates or other issued Material in case of:
  - 5.4.1. breach of the TOU by a User or End-User; or
  - 5.4.2. use of the Application in breach of this Agreement or fraudulent behaviour or in any way which attempts to defy the purpose of the Application and/or Service provided (including, but not limited to, using the course with multiple users, disclosing login data, copying of course, assessment or other content, cheating on the tests or assessments in any way, knowingly entering incorrect or fake information, issuing fake certificates); or
  - 5.4.3. non-payment by the expiry of the due date; or

5.4.4. unjustified withdrawal of payment.

5.5. Additionally, Customer, in such cases of fraudulent use by User or End-User, is responsible to ensure that, Material in electronic or physical form, produced by the Application, is no longer used by Customer, Users, End-Users or any third parties having received access through the Customer and, where applicable, destroyed.

## 6. Liability

6.1. Each Party shall be liable without limitation if the other Party makes claims arising out of deliberate acts and/or gross negligence and/or in case of a separate guarantee as to the quality of delivered goods or services and/or in the event of a fraudulent concealment of defects.

6.2. Furthermore, each Party shall be liable without limitation for damages to life, health and bodily injuries as well as for the gross negligence of its organs, legal representatives or managing employees.

6.3. For other damage caused by the gross negligence of each Party's ordinary agents, liability is limited to typically foreseeable damages at the time of the conclusion of this Agreement.

6.4. In other cases of negligence each Party shall only be liable if an obligation has been breached which is essential to fulfil this Agreement's purpose ("**Cardinal Obligation**"). The term Cardinal Obligation represents all obligations which must be fulfilled to facilitate the implementation of the Agreement and upon whose fulfilment the Parties regularly rely. In the event of a breach of a Cardinal Obligation, liability is limited to typically foreseeable damages at the time of the conclusion of the Agreement. In no event, Safebridge shall be liable for any decisions made by Customer based on the Material.

6.5. The statutory provisions in relation to product liability shall remain unaffected.

6.6. Any liability of each Party in excess of the above or of any other provisions of this Agreement is excluded.

## 7. Intellectual Property and ownership of End-Users' data and test input

7.1. The Parties shall not use the other Party's trademarks, trade names, designs, logos and names of the products, devices and/or the underlying software except as expressly authorized by the other Party in writing.

7.2. The Application, its source code and object code as well as its interfaces and, where applicable, Material are protected by national and international intellectual property laws. Safebridge and, where applicable, third parties (i.e. the manufacturers of the underlying software, third-party authors, etc) retain all intellectual property rights regarding the Application, the software, the Service and Material, including any documentation made available to Customer or End-User. Customer or End-User must not remove or cover attributions of authorship or copyright.

7.3. Additionally, where applicable, all personal data and all input made by End-Users when using the Application (hereinafter referred to as "**End-User Data**") shall remain End-Users sole property. End-User, however, grants to Safebridge and, where applicable, to Customer a right to use the End-User Data to generate Material on his/her results. Customer acknowledges that End-User may at its sole and unfettered option grant third parties with access to his respective End-User Data by way of the Application in order to also allow such third parties to use the End-User Data to generate Material by operating the Application on the same terms and conditions as set forth herein.

## 8. Confidentiality

8.1. Confidential Information means, in relation to either Party, information (whether in oral, written or

electronic form) belonging or relating to that Party, its business affairs or activities, which:

- 8.1.1. is marked as confidential or proprietary;
- 8.1.2. according to the accompanying information provided by the disclosing Party is confidential;
- 8.1.3. due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential;

For the avoidance of doubt, any non-public information of Safebridge and its partners provided to the Customer through the Safebridge Platform, in particular any non-public training material is deemed Confidential Information.

- 8.2. Each Party agrees not to make the other Party's Confidential Information available in any form to any third party and not to use the other Party's Confidential Information for any purpose other than the performance of its rights and obligations under this Agreement.
- 8.3. The restrictions in this section shall not apply to information which would otherwise constitute the disclosing Party's Confidential Information but which:
  - 8.3.1. is or becomes a part of the public domain through no act or omission of the Receiving Party (as defined below) or any of its directors, officers or employees;
  - 8.3.2. was in the other Party's lawful possession prior to its disclosure by the disclosing Party and had not been obtained by the Receiving Party either directly or indirectly from the disclosing Party;
  - 8.3.3. is lawfully disclosed to the Receiving Party by a third party without restriction of disclosure;
  - 8.3.4. is independently developed by the Receiving Party;
  - 8.3.5. is required by law or any regulatory body or for the purposes of litigation, by or against either Party, to be disclosed, provided, however, that prior to any such disclosure, the disclosing Party will notify the non-disclosing Party and will cooperate fully with the non-disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.
- 8.4. The Party receiving confidential information (the "**Receiving Party**") acknowledges and agrees that a breach by the Receiving Party of any of the terms of this section may result in irreparable and continuing damage to the disclosing Party for which there may or will be no adequate remedy at law, and that in the event of such breach, the disclosing Party shall be entitled to apply for Injunctive relief and such other and further relief as may be appropriate.
- 8.5. The Receiving Party shall use the same degree of care, and in any case no less than the reasonable degree of care expected with this Agreement, to prevent unauthorized use, dissemination, disclosure or publication thereof, as it uses to protect its own information of confidential nature.
- 8.6. The Receiving Party may communicate the Confidential Information to its employees on a need to know basis only. Each Party shall ensure that its personnel having access to Confidential Information is advised of the confidentiality obligations under this Agreement and is subject to confidentiality agreements that are at least as stringent as the requirements of this Agreement.
- 8.7. Each Party shall give notice to the other of any unauthorised use, disclosure, theft or other loss of the other Party's Confidential Information as soon as reasonably practicable after becoming aware of the same.
- 8.8. Upon the disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information of the disclosing Party and all copies, reproductions, summaries, analyses, extracts or modifications thereof or based thereon in the Receiving Party's possession
- 8.9. The provisions of this section shall survive termination of this Agreement.
- 8.10. Breach of any provision of this section shall give the disclosing Party the right to terminate this Agreement with immediate effect.

## 9. Data Protection

- 9.1. Both Parties undertake to comply with the applicable laws and regulations regarding protection of personal data. The Customer is advised to comply, in particular, with any additional workplace privacy requirements if applicable.
- 9.2. Both Parties shall oblige its personnel and any subcontractors that may have access to personal data received from the respective other party to also comply with the applicable laws and regulations regarding protection of personal data.
- 9.3. Both Parties agree to enter into additional agreements regarding the protection of personal data, if required by applicable law, in particular (but not limited to) a data processing agreement.
- 9.4. Please see our Privacy Policy and Data Processing Declaration regarding which of the Customer's and/or User's and/or End-User's data will be collected and how it will be processed under [[www.safebridge.net/legal](http://www.safebridge.net/legal)]. Safebridge may revise this Privacy Policy and Data Processing Declaration from time to time. If Safebridge makes any material changes to the Privacy Policy and Data Processing Declaration, Safebridge will notify Customer and/or User and/or End-User of such changes by posting them on the application or by sending an email or other notification, and Safebridge will update the "Last Updated Date" indicating when those changes will become effective.

## 10. Export Restrictions

- 10.1. Customer acknowledges that Safebridge may be bound by third-parties' restrictions regarding the export of their software, being part of the Services, to specific countries. Therefore, Safebridge retains the right to exclude Customers or individual Users from using these Services in case such restrictions by third-parties apply to Customer.
- 10.2. Customer acknowledges that Safebridge may be bound by laws on export restrictions and that therefore the booking of specific Services for specific Customers might not be possible; such restrictions do not entitle the Customer to return purchased products or Services. Further information regarding current export restrictions is available on request from Safebridge. Safebridge retains the right to terminate an existing Agreement in case such a restriction applies to Customer. Safebridge reserves the right not to effect booking or assigning of Services or use of Applications or to enable Customer to access Material in case other restrictions for Customers and/or Users are applicable. Unassigned Services or Applications in the meaning of this section will not be refunded, but can be assigned to other (unrestricted) Users and/or can be used for other unrestricted Services or Applications.
- 10.3. The causes for termination stated in this section are considered to be important in the meaning of the section 13 Term and Termination.
- 10.4. Customer shall inform its Users about any export restrictions and shall exclude its Users violating such restrictions from the use of the Application.

## 11. Sanctions

- 11.1. The Customer represents that:
  - 11.1.1. it conducts its operations in compliance with all applicable governmental laws, rules and regulations, including, but not limited to, any Sanctions or export control regulations;
  - 11.1.2. it acquires, obtains and maintains any governmental or other regulatory body licenses, permits or approvals, including any export licenses necessary required in the territory where the products and services of Safebridge will be resold or used;

- 11.1.3. none of its subsidiaries, affiliates, agents or representatives are subject to Sanctions, or are located, established or residing in a country or territory that is subject to Sanctions;
- 11.1.3. Customer has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any individual, or company, in any country or territory that at the time of the dealing or transaction is or was subject of Sanctions.

## 12. Common Product Terms

### 12.1. Proof of Identity

Customer is aware that the End-User may be required to prove his or her identity before being able to run specific function(s) of the Application. End-User identity can either be confirmed by performing the relevant functions of the Application in the presence of a registered supervisor approved by Safebridge or via technical means as described in the Application. Where End-User identity is confirmed via technical means, respective requests for the provision of a valid identification document and additional information are presented to the End-User through the Application. Customer shall inform any End-User about this prerequisite.

Subject to any eligibility requirements issued by Safebridge from time to time and any other applicable terms and conditions, Customer can apply for one or more supervisor accounts with Safebridge. Safebridge retains the right to reject supervisor applications or to withdraw supervisor rights in case Safebridge is or becomes aware that supervisor is unreliable or is otherwise unable to satisfy such eligibility requirements and/or quality standards of Safebridge.

### 12.2. Product Data Sheet

Customer confirms that their systems comply with the information detailed in the description of each Services and/or Application, listed under the 'Product Specifications' page located on the Safebridge website [www.safebridge.net/product-specifications](http://www.safebridge.net/product-specifications) (the "**Product Data Sheet**"), prior to effecting purchase; and further confirms that their systems satisfy the Minimum System Requirements listed for each Application under the 'FAQ' section of the Safebridge website and/or each Product Data Sheet.

### 12.3. Availability and Updates

- 12.3.1. Safebridge undertakes reasonable efforts to provide an uninterrupted operation of the Application and provision of services. However, Customer is aware that the Application might be updated and changed from time to time, which might lead to a temporary interruption or unavailability of the services provided under this Agreement. If possible, Safebridge will inform Customer about such interruptions duly in advance.
- 12.3.2. Updates or changes might also lead to new technical Minimum System Requirements differing from those currently set out in the Product Data Sheet. In case Customer is not able to comply with the new technical minimum requirements, Customer has to inform Safebridge of this fact within reasonable time. Safebridge will then decide if it assists Customer to regain compliance or to refund Services which have not been completed before the new minimum requirements enter into force.
- 12.3.3. The Application may be provided as a web-browser based solution supported web-browsers and versions are set forth in the Product Data Sheet as amended from time to time (hereinafter referred to as "**Supported Web-Browser Versions**"). Safebridge assures that the Application will run and operate on Supported Web-Browser Versions. Customer confirms and acknowledges that Customer is responsible to take care of operating equivalent Supported Web-Browser Versions at Customer's devices.



#### 12.4. Limitation of Guarantee

- 12.4.1. The Applications and respective processes and generated Material have been developed to meet the applicable standards set out in the respective Product Data Sheet of each Application, Service, or product.
- 12.4.2. Safebridge, however, does not guarantee:
  - 12.4.2.1. that any results indicating the performance of an End-User are conclusive; and/or
  - 12.4.2.2. that End-User is fit for specific decision-making purposes within the Customer's organization; and/or
  - 12.4.2.3. that results act as indicators of successful training of End-User; and/or
  - 12.4.2.4. any specific characteristics of the certificates or a certificate's fit for specific purposes, and/or;
  - 12.4.2.5. the correctness of any data entered by Customers.
- 12.4.3. Subject to the provisions of section 6 of this Agreement titled "Liability", Safebridge cannot be held liable to Customer or third parties for any decisions made by Customer based on such results and/or any industry norms associated with such results and/or uploaded certificates or individual User's Performances and/or for any claims arising out of improper use of any equipment on which End-User completed training.

### 13. Term and Termination

- 13.1. This Agreement is made effective on the date the Customer's or User's or End-User's account is created (the "**Effective Date**") and, unless terminated in accordance with the terms of this Agreement, shall remain in effect:
  - 13.1.1. where applicable, for a period which is no less than the period indicated in the selected License and Remuneration Model (the "**Minimum Period**") and for an indefinite period thereafter; or
  - 13.1.2. where no Minimum Period is applicable, for an indefinite period from the Effective Date.(hereinafter the "**Term**").
- 13.2. Notwithstanding any termination rights explicitly agreed in writing between the Parties, if any, each Party may terminate this Agreement immediately for important reason in accordance with s.314 of the German Civil Code.
- 13.3. Subject to the applicable terms of this clause, termination of this Agreement can be effected at any time during the Term, provided that any applicable Minimum Period has expired, with a two (2) months' written notice delivered in accordance with the provisions of section 15 Notices.
- 13.4. Furthermore, and notwithstanding any other rights for immediate termination granted in this Agreement, this Agreement may be terminated with immediate effect at any time by written notice:
  - 13.4.1. Upon the insolvency or bankruptcy of either Party, the inability of either Party to pay its debts as they fall due or upon the appointment of a trustee or receiver or the equivalent for either Party, without notice;
  - 13.4.2. Upon a substantial change of ownership or change of control [fifty percent (50%) of capital or voting rights] of either Party or the sale or disposition by either Party of substantially all of its assets to a company which is in direct competition to the other Party without notice;
  - 13.4.3. If Customer and/or User degrades and places in bad repute the name and reputation of Safebridge expressly or by virtue of its methods of handling and/or promoting the Services

and products;

- 13.4.4. In the event where Customer by using the Application and/or receiving a Service is considered to have a duty to meet certain quality standards, as may be described in the PST or the Product Data Sheet (i.e. uploaded certificates, learning material, etc), and Customer fails to meet these standards.
  - 13.4.5. In the event that either Party fails to perform any of its material obligations described in this Agreement and does not take any necessary action within thirty (30) days after the terminating Party's notice of default
  - 13.4.6. In the event that after a period of one (1) year no business has been resulted from the purpose of the Agreement.
  - 13.4.7. in the case of assignment of whole or part of the Agreement or sub-assignment without the written consent of the other Party.
  - 13.4.8. in the event that a Party fails to perform any of its material obligations described in this Agreement and does not take any necessary action within thirty (30) days after the other Party's notice of default.
- 13.5. Upon termination of this Agreement, both Parties shall pay all outstanding charges which have become due and payable under this Agreement as at the date of such termination.
- 13.6. After termination of the Agreement, Customer and/or User understand and agree that:
- 13.6.1. Customer and/or User accounts will be deactivated; and
  - 13.6.2. Application will not be accessible by Customer and/or User; and
  - 13.6.3. Customer and /or User must not use any accompanying or generated Material.

## 14. Force Majeure

- 14.1. Neither Party shall be liable for delays in performance of this Agreement, except for monetary obligations, caused by conditions beyond their reasonable control ("**Force Majeure**"), provided notice thereof is given to the other Party as soon as practicable. Force Majeure shall include, without limitation, hostilities, revolution, acts of war (whether or not declared), act of terrorism, civil commotion, strike, epidemic accident, quarantines or regional medical crisis, fire, flood, wind, earthquake or other inclement weather conditions and any impending threat of the foregoing, blockade, embargoes, shortage of materials or transportation facilities, strikes and lockouts, any other Acts of God or act of any government or governmental agency, including laws, regulation or ordinance and proclamation affecting the Parties, the work and the services to be provided without the fault or negligence of the Parties hereto, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing.
- 14.2. All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations hereunder to an extension of the estimated or agreed date of delivery by a period of time equal to the period of delay incurred as a result of the Force Majeure or to any other period as the Parties may agree in writing.

## 15. Notices

- 15.1. Unless otherwise indicated in this Agreement, all notices to the Parties under this Agreement shall:
- 15.1.1. be in writing;
  - 15.1.2. be effective on the date of delivery if delivered within business hours of the recipient or on the next business day if delivered outside business hours of the recipient; and
  - 15.1.3. be given by registered mail (postage prepaid) or email to the addresses set out below:
    - 15.1.3.1. For declarations or communications to be made to Customer or User to the details provided by Customer or User upon registration of individual accounts with Safebridge.

15.1.3.2. For declarations or communications to be made to Safebridge to [legal@safebridge.net](mailto:legal@safebridge.net) and the details provided in the Contact page of our website ([www.safebridge.net/contact](http://www.safebridge.net/contact)).

## **16. Assignment**

16.1. Neither Party may assign this Agreement, delegate its obligations or assign its rights hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing and without the consent of the other Party, Safebridge may assign this Agreement or any part thereof, delegate its obligations or assign its rights hereunder to any affiliated company in the meaning of Sec. 15 et seq. German Stock Corporation Act.

## **17. Anti-Bribery**

17.1. Customer represents and confirms that it is aware of, understands, and will comply with all applicable country laws and regulations relating to anti-corruption and anti-bribery. In addition, Customer agrees that so long as it is conducting business with Safebridge, it will not, directly or indirectly, on its own behalf or on behalf of Safebridge promise, offer, solicit, authorize, give or receive a bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the performance of this Agreement.

17.2. A breach of section 17.1 entitles Safebridge to terminate this Agreement with immediate effect.

## **18. Relationship of the Parties**

18.1. The Parties shall be deemed to have the status of independent contractors, and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between the Parties or shall be deemed to place the Parties in the relationship of employer-employee or principal-agent. Neither Party shall - nor shall neither Party have authority to - make any representations, claims or warranties on behalf of the other Party unless otherwise agreed by the Parties with a separate agreement in writing.

## **19. Non-Solicitation**

19.1. During the Term of this Agreement and one year thereafter, the Customer shall not, without Safebridge's prior written consent, directly or indirectly:

- 19.1.1. solicit or encourage any person to leave the employment or other service of Safebridge;
- 19.1.2. hire, solicit, or attempt to solicit the services of any current or former employee, agent or subcontractor of Safebridge;

19.2. Violation and breach of this section 19 entitles Safebridge to terminate this Agreement or any other agreement entered between the Parties, with immediate effect.

## **20. Non-Compete**

20.1. During the Term of this Agreement and for a period of one year thereafter Customer shall not:

- 20.1.1. directly or indirectly, for himself/herself or for any other person or entity, compete with the Services provided by Safebridge in accordance with this Agreement;

- 20.1.2. have an ownership interest in any entity, partnership or other business organization who or which directly or indirectly competes with the Services provided by Safebridge in accordance with this Agreement.

20.2. Violation and breach of this section 20 entitles Safebridge to terminate this Agreement or any other agreement entered between the Parties, with immediate effect.

## 21. Miscellaneous

- 21.1. Any failure to enforce, or delay in enforcing, any provision of this Agreement by either Party will not be construed to be a waiver of any breach of such provision or any other provision of this Agreement. No waiver of any breach of a provision of this Agreement will be effective unless made in writing and signed by an authorized representative of the waiving Party. The waiver of a breach of a provision of this Agreement will in no way be construed as a waiver of any subsequent breach of such provision or as a waiver of the provision itself.
- 21.2. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 21.3. Should any provision of this Agreement, or any provision incorporated in this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. The same shall apply: (i) if the Parties have, unintentionally, failed to address a certain matter in this Agreement; in this case a suitable and equitable provision shall be deemed to have been agreed upon which comes as close as possible to what the parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.
- 21.4. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with German law. The UN Convention on the International Sale of Goods (CISG) shall not apply. Each Party hereby irrevocably agrees to the exclusive jurisdiction of the Courts of Hamburg, Germany.