

Terms of Use

These Terms of Use (the "Terms") set forth the terms and conditions for the provision of the system for determining the risk of dragging of anchor called "Risk Assessment Application for Dragging Anchor" (the "System") that Maritime Bureau, Ministry of Land, Infrastructure, Transport and Tourism of Japan ("MLIT") provides free of charge via National Maritime Research Institute, National Institute of Maritime, Port and Aviation Technology ("NMRI"), and the rights and obligations between the user of the System (the "User") and MLIT.

The System may a cloud service provided by MLIT on the website of NMRI (the "Website") or a software transmitted over the Internet or delivered in the form of a recording medium such as CD, DVD or USB flash memory by MLIT via NMRI. The former cloud service is hereinafter referred to as the "Service" and the latter software is hereinafter referred to as the "Software". If a software needs to be installed on the User's terminal such as a personal computer or smartphone in connection with the provision of the Service, the provision regarding the Software in the Terms shall apply mutatis mutandis to such software.

An agreement shall be entered into between the User and MLIT based on the Terms and therefore NMRI shall not be any contracting party in connection with the Terms. The User acknowledges and agrees that NMRI shall not have any legal liability in connection with the Terms or the System.

Article 1 **Purpose of the System**

The System provides information to be referred when the User examines measures against dragging of anchor internally for the User's business activity. Therefore, MLIT and NMRI never warrant that such information prevents dragging of anchor. The User shall examine measures against dragging of anchor based on various factors including meteorological or hydrographic conditions at the User's own risk.

Article 2 **Consent to the Terms**

An agreement is deemed to have been entered into between the User and MLIT based on the Terms and the User can start using the System when the User agrees to the Terms. The

User is deemed to have given an effective and irreversible consent to the Terms when the User starts using the System.

Article 3 **Grant of License**

1. If MLIT provides the Service to the User, MLIT grants the User a non-exclusive, non-transferable and non-sublicensable license to access over the Internet and use the Service internally for the User's business activity.
2. If MLIT provides the Software to the User, MLIT grants the User a non-exclusive, non-transferable and non-sublicensable license to install the Software on the User's single terminal such as a personal computer or smartphone and to use the Software on such single terminal internally for the User's business activity.

Article 4 **Amendment to the Terms**

MLIT reserves the right to amend the Terms when MLIT finds it necessary. In the event of any amendment to the Terms, MLIT shall inform the User of the intention to amend the Terms, the content of the amended Terms and the effective date of such amendment by posting on the Website or other appropriate way. The User is deemed to have given an effective and irreversible consent to the amended Terms by continuing to use the System after the Terms are amended.

Article 5 **Modification to the Service, etc.**

1. MLIT shall be entitled to modify the Service or terminate the Service temporarily or permanently without any prior notice to the User.
2. The User shall delete the installed Software from the User's terminal and return to MLIT via NMRI or dispose of the recording medium on which the Software is recorded if the User stops using the Software.

Article 6 **Prohibited Actions**

1. When using the System, the User shall not conduct any act that falls under, or is determined by MLIT to fall under, any of the following (including any act to assist

or induce any third party to conduct, or to prepare for, any of the following):

- (1) acts that violate any laws or regulations of Japan or the country or region where the User is located when using the System, any judgments, decisions or orders of the court thereof and legally binding administrative actions thereof;
 - (2) acts against public order and good morals;
 - (3) acts that infringe any intellectual property rights such as copyrights, trademark rights and patent rights, the rights to protect one's honor, privacy rights, or other legal or contractual rights of MLIT, NMRI or any third parties;
 - (4) acts that are likely to destroy or interrupt the server or network related to the Website;
 - (5) acts that are likely to interrupt the operation of the service provided on the Website including the Service;
 - (6) acts to use the System for the purpose other than the purpose of the provision of the System under the Terms;
 - (7) acts to modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software;
 - (8) acts to provide antisocial forces with profit directly or indirectly in connection with the system that MLIT provides including the System; or
 - (9) other acts that MLIT deems reasonably to be inappropriate.
2. If the User uses the System and/or the data that constitute the System beyond the purpose of the provision of the System, MLIT may seek an injunction to prevent such use.

Article 7 Responsibilities of the User

1. The System provides information to be referred when the User examines measures against dragging of anchor internally for the User's business activity. The User shall use the System at the User's own risk and shall be responsible for any and all acts and results thereof in relation to the use by the User of the System (The User shall backup the data uploaded to the Website by the User in connection with the Service at the User's own expense.). If the Japan Coast Guard issues any instructions, etc., the User shall comply with such instructions, etc. regardless of the information provided by the System¹.

¹ Please refer to the following website for the information that is useful for the measures against dragging of anchor:

2. If MLIT finds that the use by the User of the System is in breach of the Terms, MLIT may take necessary and appropriate measures against such breach. For the avoidance of doubt, MLIT shall not be responsible to prevent or remedy such breach.
3. The User shall indemnify, defend and hold harmless MLIT and NMRI from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation reasonable attorney's fees) incurred by MLIT and NMRI as a result of the use by the User of the System or as a result of the claim made by any third parties against MLIT and NMRI in relation to the use by the User of the System.

Article 8 **Disclaimer and Waiver of Warranties**

1. MLIT does not make any warranties, express or implied, (i) that the System has safeness, reliability, accuracy, integrity or usefulness, (ii) that the System fits or is suitable for a particular purpose contemplated by the User, (iii) that the System is free of defects, errors or bugs related to the security, etc., (iv) that the use by the User of the System does not infringe any intellectual property rights owned by any third parties or (v) that the use by the User of the System complies with the laws and regulations or internal rules of industrial organizations that are applicable to the User. MLIT shall not be responsible for the removal of the above defects, errors or bugs from the System and for the backup of the data uploaded to the Website by the User in connection with the Service.
2. MLIT shall not be liable for any and all damages including incidental, indirect, special or future damages or lost profits incurred by the User in relation to the use by the User of the System. For the avoidance of doubt, such damages shall include any and all damages that result from the modification to the Service or the temporal or permanent termination of the Service and any and all damages incurred by the User due to the claim made by any third parties against the User in relation to the use by the User of the System.

Article 9 **Intellectual Property Rights**

1. Any and all intellectual property rights related to the System are expressly reserved by MLIT.
2. If the User uses the Service, the User grants MLIT a non-exclusive license to use or make NMRI use the data uploaded to the Website by the User solely for the purpose of providing support to the User for the System and of making improvements to the System.
3. If the User uses the Software, the User shall save input data, calculation results, etc. on the User's terminal on which the Software is installed and provide such data and results to MLIT upon the request of MLIT. The User grants MLIT a non-exclusive license to use or make NMRI use such data and results solely for the purpose of providing support to the User for the System and of making improvements to the System.

Article 10 **Communications or Notices**

1. If the User desires any communications or notices to MLIT, such communications or notices shall be made by emails to the address designated by MLIT via NMRI.
2. The replies to any inquiries made by the User shall be made by emails in principle.

Article 11 **Treatment of the User's Personal Information**

1. MLIT shall not use or make NMRI use the User's personal information for the purpose other than the communications or notices from MLIT or NMRI to the User in connection with the Terms or the System.
2. The User represents and warrants that the data uploaded to the Website by the User in connection with the Service do not contain any personal data, sensitive financial information, sensitive health care information or personal information as defined by any applicable laws or regulations. If the data uploaded to the Website by the User contain such data or information, MLIT or NMRI shall not be responsible for the data uploaded to the Website by the User.

Article 12 **Governing Law and Dispute Resolution**

1. The Terms shall be governed by the laws of Japan without regard to conflict of laws principles.
2. Any and all disputes arising out of or in connection with the Terms or the System between the User and MLIT shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The venue for arbitration shall be Tokyo, Japan, and the language of arbitration shall be English.
3. Notwithstanding the provisions of the preceding Paragraph, any and all disputes arising out of or in connection with the Terms or the System between the Japanese User and MLIT shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.