

TERMS OF USE

DNV Exchange

By accessing and using DNV Exchange, or any information and/or content made available through DNV Exchange, you are acknowledging that you have read and agree to be bound by these Terms of Use and any other terms and conditions made applicable by reference to the services you are using through DNV Exchange, including [DNV's Privacy Statement](#). You further warrant and covenant that you have the power and authority to enter into this agreement. If you do not acknowledge and agree with the above, you may not access or use DNV Exchange.

1 INTRODUCTION

DNV Exchange is an internet web-based service portal provided and owned by Det Norske Veritas AS.

The term DNV is used for Det Norske Veritas AS, a Norwegian registered company with Enterprise number 945 748 931, as well as all affiliates in the DNV Group of companies.

The term User is used for any person, including any companies represented by that person, being assigned password and user id enabling that person to access and/or use DNV Exchange or any of the information and/or content made available in any areas of DNV Exchange.

The term Customer is used for the company or organisation which has an existing client relationship with DNV, which User is associated with and which has verified User in accordance with clause 2 below.

These Terms of Use will govern and apply to all use of the service and all information contained in DNV Exchange. For services available through DNV Exchange, special terms and conditions may apply and will in case of conflict prevail over these Terms of Use. Special terms and conditions can be found under the Design & Build menu in DNV Exchange.

These Terms of Use may be changed at DNV's sole discretion and be replaced with amended terms which will have effect on all use from the date the new terms are made available on the DNV Exchange website or as decided by DNV.

2 LICENSE AND PERMITTED USE

DNV Exchange offers different access levels and subscription types to its` Users. All Users may through DNV Exchange have access to public information. Additional information and features is dependent on the Customer and/or User`s access level and subscription type.

Accessing and using DNV Exchange requires log in with a unique password and user id. User id and password together with instructions are assigned by DNV to the User. Assignment of password and user id is subject to prior authorisation by DNV and verification by the User. User is granted a non-transferable, non-exclusive, revocable license to access and use DNV Exchange strictly in accordance with these Terms of Use and any instructions received.

The User is given status as administrator of its account on DNV Exchange and may create and delete individual user accounts for sub-users. It is the User`s responsibility to keep informed

of the possibilities (or lack of such) to limit the individual sub-user's access to view and download User's documents stored on DNV Exchange, and to make use of the available possibilities to restrict access whenever the User deems this necessary. It is the User's responsibility to implement such contractual restrictions on the individual sub-users as the User considers required, based on the relevant access rights the User has provided to the various individual sub-users. The User is responsible for keeping track on all sub-user accounts and for all use by the User's sub-users.

DNV is under no circumstances responsible for the User's network connection or for conditions or problems arising from or related to User's network connections (i.e. bandwidth issues, excessive latency, network outage).

By accessing DNV Exchange, User accepts these Terms of Use as well as any other terms and conditions made applicable by reference to the services used through DNV Exchange.

3 USER CONDUCT AND OBLIGATIONS

User shall maintain the confidentiality of the password and user id, and prevent others from using the User's password and/or user id if not authorised by the User.

User is responsible for its and its sub-users use and access to DNV Exchange, including use of and access to the information provided through DNV Exchange, and for compliance by User, and its sub-users, with these Terms of Use.

User agrees to notify DNV of any suspected or actual unauthorised use of account or the User's password or any other suspected or actual breach of security.

No part of DNV Exchange or the information provided herein may be reproduced, transmitted or copied in any form or by any means without the prior written consent of DNV, unless the information in question is considered publicly available, but User may download, for internal business purposes, any of the information provided for free unless otherwise stated.

User agrees not to use DNV Exchange in any way to send or transmit materials:

- i) that are fraudulent;
 - ii) that violates any law, statute, ordinance or regulation (including but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising.)
 - iii) that are defamatory, libellous, threatening or harassing;
 - iv) that are obscene or contain any kind of pornography;
 - v) that contain any viruses, Trojan horses, worms, time bombs, cancelbot or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - vi) that might create liability for DNV or might cause DNV to lose (in whole or in part) the services of our internet service providers or other suppliers.
 - vii) that interfere with ability of others to use DNV Exchange; or
 - viii) that impersonate any other person or entity.
-

4 CONFIDENTIALITY

By uploading, posting, transmitting, sharing, or otherwise making available through DNV Exchange any content, or submitting any materials for use on DNV Exchange, User grants (or warrants that the owner of such rights has expressly granted) DNV or its designee, a perpetual, royalty-free, irrevocable, fully-paid, non-exclusive, worldwide right and license to access, use, reproduce, modify, adapt, publish, translate, reformat and distribute such materials or incorporate such materials into any form for the purpose of providing services to Customer.

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not secure, and may be subject to possible loss, interception, or alteration while in transit. Accordingly, DNV does not assume any liability for any damage Customer and/or User may experience or costs User may incur as a result of any transmissions over the Internet or other publicly accessible networks, including without limitation transmissions involving the exchange of e-mail with DNV containing confidential information.

5 INTELLECTUAL PROPERTY

No license under any trade secrets, copyrights, or other rights is granted by these Terms of Use or any disclosure of information hereunder.

DNV Exchange and all content within DNV Exchange which DNV makes available to the User is the property of DNV unless otherwise stated or agreed.

User acknowledges and agrees that DNV Exchange and all of DNV's trademarks, trade names, service marks and other DNV logos and brand features, and product and service names are trademarks and the property of DNV (the "DNV Marks"). Without DNV's prior permission, User agrees not to display or use in any manner the DNV Marks.

6 TERM AND TERMINATION

User's access to log on to DNV Exchange will terminate upon expiry or termination of the Customer's or the User's contract with DNV, and/or expiry or termination of the subscription agreement with DNV.

User acknowledges and agrees that DNV may terminate User's access to DNV Exchange should user fail to comply with any part of these Terms of Use. Any such termination will be at DNV's sole discretion and may occur without any notice.

DNV may also terminate access to DNV Exchange for any conduct that DNV, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to DNV, its affiliates, contractors, or other third parties, or for any conduct that violates any laws and/or regulations.

7 DISCLAIMER OF ENDORSEMENT

The documents posted on DNV Exchange may contain hypertext links or pointers to information created and maintained by other public and private organisations. These links and pointers are provided for visitors' convenience. DNV does not guarantee the accuracy, relevance, timeliness or completeness of any linked information. Further, the inclusion of links or pointers to websites other than the DNV websites is not intended to assign importance to those sites and the information contained therein, nor is it intended to endorse, recommend

or favour any views expressed, or commercial products or services offered on these outside sites, or the organisations sponsoring the sites, by trade names, trademark, manufacture or otherwise.

Reference in all DNV websites to any specific commercial products, processes or services, or the use of any trade, firm or corporation name is for the information and convenience of the site's visitors, and does not constitute endorsement, recommendation or favouring by DNV. The views and opinions of the authors expressed herein do not necessarily state or reflect those of DNV, and shall not be used for advertising or product endorsement purposes.

8 DISCLAIMER OF WARRANTIES

User agrees that use of DNV Exchange and the information and data provided herein, as well as any link from DNV Exchange is at User's sole risk.

DNV Exchange and the content provided herein is provided on an "as is" and "as available" basis. DNV does not warrant the accuracy, completeness, currentness, non-infringement, merchantability and fitness for a particular purpose of the information or applications available through DNV Exchange and/or any linked website. Nor is DNV Exchange guaranteed to be error-free, secure or continuously available or free of viruses or other harmful components.

User further agrees that the use of any data or information obtained through DNV Exchange and/or any linked website is at User's own discretion and risk. User will be solely responsible for any damage User suffers and User will hold DNV harmless from any such loss.

Any material downloaded or otherwise obtained through the use of DNV Exchange is done at User's own discretion and risk and User is solely responsible for any damage to any computer system so affected by such or from loss of data that results from the download of such material and User will hold DNV harmless from any such loss.

Customer and User agree to indemnify, defend, and hold DNV harmless from any loss, liability, claim, action, suit, demand, damage, or expense (including reasonable legal fees, costs of investigation and court costs) asserted by any third party relating in any way to, or in respect of, their use of DNV Exchange, any third party applications, software, or content User posts or shares on or through DNV Exchange, or breach of these Terms of Use. DNV reserves the right to assume the exclusive defense and control of any matter subject to indemnification by Customer and/or User which shall not excuse their indemnity obligations.

9 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE OR PROFITS, DATA OR DATA USE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF DNV HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO CASE SHALL DNV'S LIABILITY FOR ANY DAMAGES EXCEED THE AMOUNT THE USER PAID DNV, IF ANY, FOR THE USE OF DNV EXCHANGE.

10 THIRD PARTY RIGHTS

User acknowledges that DNV Exchange may contain intellectual property rights including copyright protected material such as drawings and specifications, owned by a third party and protected under international and/or applicable national law (“Third Party IPR”).

User acknowledges and agrees to be solely responsible for any violation of Third Party IPR by User and to behave with all due care so that Third Party IPR is not violated in any way.

User further agrees to defend, indemnify and hold DNV harmless from any and all claim, loss or expense directed against DNV based on the User’s violation or alleged violation of Third Party IPR.

11 GOVERNING LAW AND DISPUTE RESOLUTION

The Terms of Use shall be governed and construed in accordance with the laws of Norway.

Any dispute arising in relation to or as a consequence of the Terms of Use, which cannot be settled amicably, shall be subject to the courts of Oslo.
