

PRODUCT SPECIFIC TERMS

This document provides the specific terms and conditions corresponding to each of the products offered by Safebridge (the “**Product Specific Terms**” or “**PST**”). The Product Specific Terms for each Product form an integral part of the General Terms and Conditions of Safebridge (located in www.safebridge.net/legal) for the corresponding Product.

Table of Product Specific Terms:

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A. **SAFELEARN**

1. These Product Specific Terms (hereinafter the “**PST**”) shall be read in conjunction with the General Terms and Conditions or Customer Framework Agreement entered into between the Parties (hereinafter the “**GTCs**”) and shall form an integral part of the GTCs in relation to SafeLearn. In case of inconsistency of any of the terms of the GTCs with any of the terms of the PST, the latter shall prevail. Unless otherwise defined in these PSTs capitalised terms shall have the meaning attributed to them in the GTCs.
2. Safebridge provides an own-developed training solution consisting of own-produced e-learning courses (the “**Courses**”) and a web-based learning management system (the “**LMS**”), both customised and catered to the maritime industry as described in more detail on the platform’s website www.safelearn.com (hereinafter “**SafeLearn**” or “**Product**”). The Product is being hosted in a co-location Data Centre facility and public Cloud Services.
3. Courses assigned and completed via SafeLearn are located on:
 - 3.1. www.safelearn.com
 - 3.2. www.shop.safebridge.net
4. In brief, SafeLearn offers End-Users the capability to watch the Course material (“**GuideMe**” function) and, where available, virtually control the corresponding software through the SafeLearn virtual networking computing feature (“**FreePlay**” function). Upon completion of GuideMe for a specific Course, the End-User is tested via SafeLearn (“**TestMe**” function). For each successful test attempt of an End-User, Safebridge generates and issues a certificate, either through the Application or its myCert integration (www.mycert.com), and forwards such certificate to the End-User automatically.
5. Customer is aware that the End-User may be required to prove his or her identity before being able to undertake a test in the TestMe function in accordance with the provisions of the GTCs.

6. The Courses meet the applicable standards as set out in the corresponding Product Data Sheet available for each respective course. Safebridge, however, does not guarantee nor confirms that the End-User by successfully attending the courses (GuideMe) and passing the examination (TestMe) was successfully trained therefore Safebridge cannot be held liable for any claims arising out of improper use of the equipment on board by the End User.
7. Customer notes and agrees to the following timelines:
 - 7.1. Upon purchasing and assigning a Course to a specific End-User a six (6) month term commences during which the course has to be started by End-User (ie End-User has to activate the Course).
 - 7.2. Unless otherwise specified in the Product Data Sheet, Courses purchased but not yet assigned to a specific End-User remain valid for a period of two (2) years from purchase during which they have to be assigned to an End-User.
 - 7.3. From the first time an End-User activates a Course, as per sub-section 7.1, a period, as specified in the Product Data Sheet, commences during which the Course is visible and accessible to the End-User allowing the End-User to participate and watch the Course (GuideMe) and conduct the corresponding test (TestMe).
 - 7.4. End-User, upon successfully completing a test attempt via the TestMe function and being granted with a corresponding certificate, is longer be able to access the TestMe function for the specific Course. During the remaining period the End-User has access only to the GuideMe and FreePlay functions, where applicable.
8. Upon successful completion of the test by the End-User, and receipt of any outstanding payments due to Safebridge, Safebridge will issue a certificate to End-User (in pdf format) for the respective Course, accessible - where applicable - by both End-User and Customer.
9. Test certificates are issued and archived by Safebridge through its own neutral certification platform (hereinafter “myCert”) which is integrated with SafeLearn. Through myCert, among other functions, the authenticity and validity of certificates can be checked online as further described on the myCert website www.mycert.com. Notwithstanding the aforementioned, Customer agrees that Safebridge may subcontract third-party providers for rendering the Certification services.
10. SafeLearn also enables Customer to access information and generate reports related to End-User activity, progress, results, test scores and certification for Courses which have been assigned by the Customer to the End-User.
11. The specific usage and remuneration by the Customer is subject to the License and Remuneration Model of the Product agreed and concluded between Safebridge and Customer in the course of a booking process either through the Safebridge sales team or via the Safebridge web-shop.
12. Customer’s purchases of the Product are non-cancellable and payment for Services is non-refundable, except as otherwise stated in the GTC.
13. Termination of the Agreement, subject to the provisions of GTC Clause 12, shall cause with immediate effect the discontinuance of all Services and Safebridge shall - or shall have the right to - take, in addition to any other rights or remedies available to Safebridge under the GTC and applicable legislation, any and/or all of the following actions:
 - 13.1. Suspend the Customer account and connected User accounts with other Safebridge Services;
 - 13.2. Restrict access of the Customer to the Customer account and any uploaded or generated Material or other data;

- 13.3. Permit and perform the export of generated Material or other data in the format of choice of the Customer – subject to technical feasibility – for a fee calculated on an hourly basis.

B. SAFEMETRIX

1. These Product Specific Terms (hereinafter the “**PST**”) shall be read in conjunction with the General Terms and Conditions or Customer Framework Agreement entered into between the Parties (hereinafter the “**GTCs**”) and shall form an integral part of the GTCs in relation to SafeMetrix. In case of inconsistency of any of the terms of the GTCs with any of the terms of the PST, the latter shall prevail. Unless otherwise defined in these PSTs capitalised terms shall have the meaning attributed to them in the GTCs.
2. Safebridge provides an assessment platform designed to help companies select the right people for the right roles as described in more detail on the platform’s website www.safemetrix.com (hereinafter “**SafeMetrix**” or “**Product**”). In brief, a portfolio of psychometric assessments measuring key skills and abilities (the “**Assessment**”) and providing actionable reports on an individual and company level (the “**Reports**”) is offered via a single unified online platform. The Product is being hosted in a co-location Data Centre facility and public Cloud Services.
3. SafeMetrix Psychometric Assessments may take any form including, however not limited to, the following:

MET-3S: Soft Skills for Seafarers; and
MET-CSS: Cognitive Skills for Seafarers.
4. After a Customer purchases an Assessment, a 24 months assessment validity term commences during which the Assessment may be assigned (by Customer) and/or completed (by End-User) (the “**Validity Term**”). After lapse of the Validity Term, the Assessment expires and can no longer be assigned and/or completed. For the avoidance of doubt, and strictly limited to the purposes of this clause, interrupted assessment sessions shall be considered as completed and shall not expire after lapse of the Validity Term.
5. Once an Assessment is completed, Customer may via the Application, at any time during the Validity Term, generate and download (in pdf format) Reports, as further described on www.safebridge.net and www.safemetrix.com/. Further, the Application enables Customer to compare the test results of their End-Users with specific industry data provided by Safebridge (the “**Industry Norms**”).
6. Safebridge will ensure, during the term of the Agreement, that Customers, following full settlement of all payments due to Safebridge, may generate and download Reports (in .pdf format) on the results of the successfully completed Assessments conducted by Users.
7. Customer contributes to the improvement of the Industry Norms by allowing Safebridge to use the Assessment results anonymously to develop the data base for the Industry Norms and to derivate statistical information.
8. The Assessments and derivatively generated Reports meet the applicable standards of psychological

science. Safebridge, however, does not guarantee any specific test results or fitness of any results for specific decision-making purposes within the Customer's organization. Therefore, Safebridge cannot be held liable for any decisions made by Customer based on the generated reports or any Industry Norms associated with the Report on each individual End-User's performance.

9. The specific usage and remuneration by the Customer are subject to the License and Remuneration Model of the Product agreed and concluded between Safebridge and Customer in the course of a booking process either through the Safebridge sales team or via the Safebridge web-shop.
10. Customer's purchases of the Product are non-cancellable and payment for Services is non-refundable, except as otherwise stated in the GTC.
11. Termination of the Agreement, subject to the provisions of GTC Clause 12, shall cause with immediate effect the discontinuance of all Services and Safebridge shall - or shall have the right to - take, in addition to any other rights or remedies available to Safebridge under the GTC and applicable legislation, any and/or all of the following actions:
 - 11.1. Suspend the Customer account and connected User accounts with other Safebridge Services;
 - 11.2. Restrict access of the Customer to the Customer account and any uploaded or generated Material or other data;
 - 11.3. Permit and perform the export of generated Material or other data in the format of choice of the Customer – subject to technical feasibility – for a fee calculated on an hourly basis.

C. **MYCERT**

1. These Product Specific Terms (hereinafter the "**PST**") shall be read in conjunction with the Customer Framework Agreement entered into between the Parties (hereinafter the "**GTCs**") and shall form an integral part of the GTCs in relation to myCert. In case of inconsistency of any of the terms of the GTCs with any of the terms of the PST, the latter shall prevail. Unless otherwise defined in these PSTs capitalised terms shall have the meaning attributed to them in the GTCs.
2. Safebridge provides a neutral certification platform enabling the interaction between Customers, Users and End-Users described in detail on the platform's website www.mycert.com (hereinafter "**myCert**" or "**Product**"). In brief, via myCert different types of users can issue, share, display, trace, revoke, and otherwise manage certificates. Additionally, and subject to the provisions contained in PST Clauses 7, 8, and 9, Safebridge provides a limited verification service of the legal status and the accreditation received by Certificate Issuers.
3. Certificates issued, uploaded, shared, displayed, traced, revoked, managed, etc. via myCert may take any form including, however not limited to, the following:
 - 3.1. person-oriented certificates;
 - 3.2. content-oriented certificates; and
 - 3.3. organisation-oriented certificates.
4. myCert has the following types of Customers, Users and End-Users:

- 4.1. **“Certificate Issuers”**: Customers that are registered with myCert to issue and document certificates to other Customers, Users or End-Users, as evidence of authorisations granted and/or of successful completion of courses, studies, trainings etc., via myCert. Certificate Issuers may include Flag States, Companies, Training Centres, etc.
 - 4.2. **“Certificate Holders”**: Persons who have obtained a certificate (i) evidencing authorisations granted to such person and/or (ii) evidencing successful completion of courses, studies, trainings etc. Certificate Issuers issue and revoke certificates to Certificate Holders via myCert.
 - 4.3. **“Certificate Organisers”**: persons or institutions that collect and archive certificates which Certificate Holders shared with Certificate Organisers via myCert;
 - 4.4. **“Certificate Viewers”**: persons or institutions that request certificates from Certificate Organisers for viewing purposes;
 - 4.5. **“Certificate Accreditors”**: persons or institutions that accredit or revoke accreditation of Certificate Issuers under myCert.
5. The Certificate Issuer assures the correctness of content and authenticity of the certificate issued via myCert.
 6. Safebridge does not assure or guarantee the authenticity or any specific characteristics of any certificates issued via or uploaded on myCert or that a certificate is fit for specific purposes. Therefore, Safebridge cannot be held liable for any decisions made by Customer or third parties based on the issued or uploaded certificates or on individual User’s performances.
 7. Safebridge only verifies the legal status of the Certificate Issuer and the accreditation claimed by a Certificate Issuer to ensure to a reasonable extent the validity of issued certificates. Safebridge only carries out internal checks on the information provided by Certificate Issuer for verification purposes therefore Safebridge only guarantees the correctness and validity of such information to the extent that such information has been provided by the Certificate Issuer. Furthermore, verification of a Certificate Issuer does not guarantee the authenticity of any certificate issued or the correctness of its contents. It only substantiates that the Certificate Issuer assured the certificate’s authenticity in myCert. If it is proven that a certificate is false, Safebridge may revoke the certificate from Certification Platform.
 8. To provide the verification services outlined in PST Clause 7, Safebridge may request to be supplied with documentation and/or additional information as it may deem reasonable. In such case, the Customer is responsible for the provision of the necessary documentation and/or additional information to Safebridge to provide such services.
 9. The verification of the legal status and accreditation of Certificate Issuers is performed as follows:
 - 9.1. Verification process of legal status: Through manual review of the Corporate (or other equal) documents of the Certificate Issuer, as requested by Safebridge according to Safebridge’s internal company policy.
 - 9.2. Verification process of accreditation: Through manual review of the accreditation certificates issued to the Certificate Issuer by an accrediting body. For the purposes of accreditation, Customer grants Safebridge with the right to contact the accrediting body to verify the relevant accreditation presented by the Certificate Issuer.
 10. Where a Certificate Issuer (being a Flag State or Enterprise) engages a sub-contractor to issue, share, display, trace, revoke, and otherwise manage all certificates on behalf of the Certificate Issuer, the sub-contractor shall be considered to be the Customer for the purposes of this Agreement acting on the behalf of the Certificate Issuer. In this case, and upon verification of the Certificate Issuer as an

Organisation and the sub-contractor as User as per PST Clause 10.1 and 10.2 respectively, the Certificate Issuer shall be registered as an “Organisation” and the sub-contractor shall be registered as a “User” under the Organisation.

10.1. To verify an Organisation and to proceed with the registration of the Certificate Issuer as “Organisation”, Safebridge, in addition to the requirements of PST Clauses 7, 8, and 9, shall require – and the Certificate Issuer is obliged to provide, either directly or through an approved sub-contractor subject to the requirements of PST Clause 10.2 – the following:

10.1.1. In the case of an organisation other than a Flag State:

- 10.1.1.1. documents required for the verification of the legal status of the Organisation in accordance with PST Clause 9.1; and
- 10.1.1.2. contact details of the Organisation; and
- 10.1.1.3. any other document deemed necessary by Safebridge at Safebridge’s sole discretion.

10.1.2. In the case of a Flag State, a letter of declaration from an official department of the Flag State confirming:

- 10.1.2.1. the registration of the Flag State on myCert as an Organisation; and
- 10.1.2.2. the appointment and details of any contractor representing the Flag State.

10.2. To verify the engagement of a sub-contractor engaged in accordance with PST Clause 10 hereinabove, and to proceed with its registration as “User” under the Organisation, Safebridge, in addition to the requirements of PST Clauses 7, 8, and 9, shall require – and the sub-contractor is obliged to provide, either directly or through an approved Organisation subject to the requirements of Clause 10.1 – the following:

- 10.2.1. documents required for the verification of the legal status of the sub-contractor in accordance with PST Clause 9.1; and
- 10.2.2. proof of the engagement of the sub-contractor by the Organisation in any form requested by - and to the satisfaction of - Safebridge;
- 10.2.3. contact details of the Organisation; and
- 10.2.4. any other document deemed necessary by Safebridge at Safebridge’s sole discretion.

10.3. Both Parties confirm that in case not all requested documentation is provided, or the provided documentation is not of satisfactory quality, Safebridge reserves the right to reject the registration of a Certificate Issuer as Organisation or the registration of a sub-contractor as User under an Organisation without further justification.

11. The specific usage and remuneration by the respective type of Customer is subject to the subscription model agreed between Safebridge and Customer which is agreed and concluded between Customer and Safebridge in the course of a booking process either through the Safebridge Sales team or via the myCert website (www.mycert.com).

12. The subscription validity term, unless otherwise provided in the Product Data Sheet or the myCert website, shall be for one (2) years (the “**Term**”) to be prolonged for one-year periods thereafter unless terminated by written notice supplied by either Party at least thirty (30) days before the expiry of the Term, in accordance with the provisions of the Agreement.

13. Within the subscription validity term as per the specific provisions of the respective subscription model the Customer may, if applicable, at any time issue and/or share and/or display and/or trace and/or

revoke and/or otherwise manage certificates via myCert and download such certificates in pdf format via the Application as further described at www.mycert.com.

14. Customer's purchases of the Product are non-cancellable and payment for Services is non-refundable, except as otherwise stated in the Agreement.
15. Termination of the Agreement, subject to the provisions of GTC Clause 12, shall cause with immediate effect the discontinuance of all Services and Safebridge shall - or shall have the right to - take, in addition to any other rights or remedies available to Safebridge under the GTC and applicable legislation, any and/or all of the following actions:
 - 15.1. Suspend the Customer account and connected User Accounts with myCert;
 - 15.2. Restrict access of the Customer/Certificate Issuer to the account and any uploaded or generated Material or other data;
 - 15.3. Change the status of the Certificate Issuer from "verified" to "unverified";
 - 15.4. Permit and perform the export of generated Material or other data in the format of choice of the Customer – subject to technical feasibility – for a fee calculated on an hourly basis.