

# End-User License Agreement (EULA)

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## Introduction

This Tanker Accident Database End-User Licence Agreement (the “EULA”) comprises this introduction, the Tanker Accident Database Terms and Conditions, the Accident Data Privacy and Data Protection Policy, the Acceptable Use Policy, and the Privacy Policy.

The purpose of this EULA is to set out the terms and conditions of use of the Tanker Accident Database service offerings (“the Services”). In particular, this EULA sets out what is, and what is not, acceptable use. If and when the EULA is updated the revised version will be presented to the prospective user for agreement when they seek to access the Services.

The Services governed by this EULA are: -

- the services for uploading data to the Service Owners’ database.
- the services for downloading of information from the database.

Tanker Accident Database is a platform owned by OCIMF and INTERTANKO (collectively the “Service Owners”) and operated and provided as a service to registered users by MIS Marine (the “Service Manager”). This agreement is made between you and the Service Owners.

Any questions or concerns in relation to this EULA should be addressed to [info@tankeraccidentdatabase.org](mailto:info@tankeraccidentdatabase.org).

## Tanker Accident Database Terms and Conditions

### Terms of Use

This document (together with the documents referred to on it) details the terms on which you may use the Services as a Registered User. Registered Users are vessel operators who have been validated by Service Manager to use the Tanker Accident Database portal.

Please read these terms of use carefully before you start to use the Services. By using the Services, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the Services.

### Our provision of the Services

The Services comprise services for uploading data to a database of tanker accidents and the ability to download a restricted range of anonymised data from this database. The database is segregated into two “zones”:

- The data collection zone (“Zone One”), will contain data on tanker accidents uploaded by Registered Users (the “Zone One Data”). The Zone One Data contains identifiable information on the vessel and operator, so as to ensure the quality of the data and to help users to avoid providing duplicate records.
- The data analysis zone (“Zone Two”), will contain anonymised records that Registered Users have chosen to submit from zone one (the “Zone Two Data”). The submission process removes all primary and secondary identifiers of the operator, vessel and accident in order to ensure that the Zone Two Data is anonymous.

The database will be overseen by a governance group (“the Governance Group”) comprising representatives from the Service Owners and independent experts. The experts will be appointed by, but will be independent of, the Service Owners.

The Services are provided with a view to developing a tanker accident database that will be of use to those operating in the industry, in particular in improving safety standards.

The Service Owners reserve the right to cease to develop the database, to cease to provide the Services, to amend aspects of the Services and/or to suspend access to the Services at any time at their sole and absolute discretion, without notice.

However, for as long as the Service Owners continue to provide the Services, the Service Owners agree to operate the Services in good faith with a view to developing the database. The Service Owners will use data that is inputted into the Services in a manner that is consistent with that objective.

## Your use of the Services

You may only use the Services if you are a Registered User. As a Registered User, you may upload data to Zone One, and you may permit this data to be submitted to Zone Two. If you upload data into Zone One you may be permitted to download a restricted range of anonymised data from the database. In consideration for the Services Owners operating and allowing you to access the Services, which are intended ultimately to benefit Registered Users along with other persons operating in the industry:

- you agree to use the Services only in good faith;
- you warrant that you will comply with the Acceptable Use Policy when uploading any data to the Services, and agree to indemnify the Service Owners against any breach of that warranty;
- you also agree to comply with the other terms of this EULA.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of existing security procedures, you must treat such information as confidential, and you must not disclose it to any third party. The Service Manager has the right to disable any user identification code or password, whether chosen by you or allocated by them, at any time, if in their opinion you have failed to comply with any of the provisions of these terms of use.

When using the Services, you must comply with the provisions of our Acceptable Use Policy. You are responsible for making all arrangements necessary for you to have access to the Services. You are also responsible for ensuring that all persons who access the Services through your internet connection are aware of these terms, and that they comply with them.

## Intellectual Property Rights

OCIMF and INTERTANKO are the owners of all intellectual property rights in the Services and associated systems, and in all data, commentary or other material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Licences issued by the Copyright Licensing Agency or any other reproduction rights organisation do not apply.

No part of such information may be downloaded, copied, reproduced, stored in a retrieval system of any nature, or transmitted, in any form or by any means including photocopying and recording unless your access rights and controls specifically permit you to do so. Where you are expressly permitted to download you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way.

Upon breach of this clause your right to use the Services will cease immediately, and at the Service Manager's request you must return or destroy (at the Service Manager's option) any materials that have been downloaded, copied, reproduced, stored in a retrieval system of any nature, or transmitted in breach of this clause.

### Service Owners' Liability

The Services are provided 'as is'. To the extent permitted by law, the Service Owners and the Service Manager exclude:

- all implied conditions, warranties and other terms, whether these would otherwise be implied by statute, common law or equity;
- any liability for any loss or damage incurred by any Registered User in connection with the sites or in connection with the use, inability to use, or results of the use of the sites, any websites linked to it and any materials posted on it, including:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
- any liability arising from any person's reliance on the Information, even if this arises from the Service Owners' or the Service Manager's failure to exercise reasonable care.

whether direct, indirect or consequential, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

From time to time, the Service Manager and/or Service Operators may restrict Registered Users' access to some parts of the Services. For the avoidance of doubt, the Service Operators will not be liable if, for any reason, the Services are unavailable for any period.

Notwithstanding the above, the Service Owners will be liable in respect of any:

- fraudulent misrepresentation as to a fundamental matter;
- use of personal data in a manner that would breach of the Data Protection Act 2018 or General Data Protection Regulation 2016 (or any provisions designed to replace the latter in English law after the UK exits the European Union), to the extent that under said legislation they would be held responsible for such breach, and liable to pay compensation in respect of it;
- death or personal injury caused by its negligence;
- other harm or loss caused by them, to the extent that it cannot be excluded or limited under applicable law.

## Viruses, Hacking, and Other Malicious Material

You must not misuse the Services by knowingly introducing material which is malicious or technically harmful including viruses, trojans, worms, and/or logic bombs.

You must not attempt to gain unauthorised access to the Services, the server on which the Services are stored or any server, computer or database connected to the Services.

You must not attack the Services in anyway whatsoever, including via a denial-of-service attack or a distributed denial-of service attack.

You must not use automated tools or computer code to access the Services programmatically where the site is intended for human use. Computer-to-computer interaction is only allowed through the Web Services integration and only when expressly permitted, and web services authentication provided, by the Service Manager.

You may not use the Services or allow the Services to be used to:

- gain unauthorized access to computer systems or engage in security attacks of any kind including:
  - against trust (including email spoofing, password cracking, IP spoofing and DNS poisoning);
  - against confidentiality and integrity (including using malware such as computer viruses, worms, trojan horses, rootkits, key-loggers, spyware or and other malicious programs and code); or against availability (including denial of service and email bombs)
- corrupt, modify or intercept electronic communications intended for any other person or entity; or
- interfere with or disrupt the operation of the Services.

You may not avoid any limitations we place on your use of the Services. You may not distribute programs that make unauthorized changes to software (sometimes called “cracks”).

You may not alter, modify, or tamper with the Services or permit nor encourage any third party to do the same.

By breaching this provision, you would commit a criminal offence. The Service Manager will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

The Service Manager will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or to your downloading of any material posted on it, or on any website linked to it.

## Linking to the Services

You may link to the home pages of the Services, provided you do so in a way that is fair and legal and does not damage the Service Owners' or Service Manager's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Service Owners' or Manager's part where none exists.

The Services must not be framed on any other site. The Service Manager reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards reflected in our Acceptable Use Policy. If you wish to make any use of material available through the Services, other than that set out above, please address your request to [info@tankeraccidentdatabase.org](mailto:info@tankeraccidentdatabase.org).

## Jurisdiction and Applicable Law

This EULA, and any dispute or obligations arising from or connected to it, are governed by the laws of England and Wales.

The English courts will have exclusive jurisdiction over any claim arising from, or related to, the EULA or a visit to our website, although we retain the right to bring proceedings against you for breach of the EULA in your country of residence or any other appropriate country.

A person who is not a party to this EULA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

# Accident Data Privacy and Data Protection Policy

## Storage and Segregation of Uploaded Data

The Service Manager maintains two physically separated data storage and processing networks: Zone One which contains raw, as submitted data and Zone Two which contains anonymised data.

The Registered Users of the Services will remain in full control of when an accident record is:

- Submitted into Zone One
- If and when it is deleted from Zone One
- Submitted from Zone One (once anonymised) to Zone Two
- Whether a full or partial record is retained in Zone One for the submitters records.

Unless you choose to delete a record from Zone One after submitting it to Zone Two, it will be retained in Zone One for 12 months and thereafter will be deleted.

## Service Manager's Use of Uploaded Data

The Service Manager will have access to accident data in both Zone One and Zone Two.

At all times the Service Manager will be obliged by contract to withhold all access to Zone One Data from the Service Owners, and to keep it confidential. The Service Owners have no access to Zone One.

Other than the Service Manager only the independent Data Security Expert appointed to the Governance Group will have access to the Zone One Data for the purposes of quality control, contractual oversight and/or other legitimate purposes of a similar order.

## Sharing of Data with Service Owners

**The Service Owners will have no access to the Zone One Data.**

**The Service Owners will only have access to the anonymised Zone Two Data once the independent expert from the Governance Group has assessed that there is sufficient data to ensure a reliable level of anonymisation.**

Initially, there may be insufficient Zone Two Data to ensure a reliable level of anonymity. The independent data expert from the Governance Group will monitor output into Zone Two to ensure that, until there is sufficient data to ensure a reliable level of anonymisation, the Service Owners do not have access to the Zone Two Data.

The Service Owners will use the Zone Two Data for the purposes of trending accidents and the identification of best practice for accident avoidance through the study of immediate and root cause analysis.

## Acceptable Use Policy

This Acceptable Use Policy (“AUP”) outlines acceptable uses of the Services. This Policy prohibits uses and activities involving the Services that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Services by others.

This AUP applies to the use of the Services by all your users, customers, third party service providers and other end-users, and anyone else who accesses the Services by means of your credentials (save to the extent that such access is the fault of the Service Operators). You are responsible for the acts and omissions of all your users.

You are solely responsible for: (i) the content, materials and data that you create outside and upload to the Services and (ii) the content, materials and data that you create through your use of the Services. You will only upload information to the services in good faith, and if you believe the information to be accurate.

Your use of the Services means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement the terms and conditions as outlined above.

### Prohibited Uses

You must not use, or facilitate others in using, the Services for any improper or unlawful purpose. In particular, but without limitation, you may not use the Services:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as outlined above. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains any harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To infringe any third party intellectual property right (for example copyright, patents, trademark, trade secret or know-how).
- To upload, collect, copy or process information in a way that breaches applicable data protection laws or otherwise leads to an unlawful breach of privacy. It is your responsibility to ensure that, where you upload any personal data to the Services, you do so in full compliance with the rights of the data subject(s).

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Terms of Use above.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

You may not:

- attempt to gain unauthorized access to the Services, act to deny others access to the Services, or authorize any third party to access or use the Services on your behalf (such as anyone without a license or revealing to anyone your username and password);
- use the Service to try to gain unauthorized access to any other service, data, account or network by any means;
- use any automated process or service to access or use the Services such as a BOT, a spider or periodic caching of information stored.

## Usage Limits

The Service Manager reserve the right to impose limits on the bandwidth or the data storage capacity available to you. If the Service Manager does so, you agree that you will comply with these limits. If you exceed these limits or use a disproportionate share of the available bandwidth, the Service Manager may limit or “throttle” your bandwidth or capacity usage or impose traffic management procedures.

You may not attempt to circumvent any limits that we place on your use of the Services.

## Email and Spam

You may not use the Services to distribute email, instant messages, text messages or other communications in an unacceptable or illegal manner.

## Suspension and Termination

The Service Manager and/or the Service Owners will determine, in their discretion, whether there has been a breach of this AUP through your use of the Services. When the Service Manager and/or the Service Owners have determined that a breach of this policy has occurred, they may take such action as they deem appropriate.

Failure to comply with this AUP constitutes a material breach of the Terms of Use as outlined above upon which you are permitted to use the Services, and may result in all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Services.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the Services.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as the Service Owners reasonably feel is necessary.
- Any other appropriate responsive action.

The Service Owners exclude liability for actions taken in response to breaches of this Acceptable Use Policy.

## Changes to the Acceptable Use Policy

The Service Manager and/or Service Owners may change this AUP from time to time, any amendments will be communicated to the Registered Users upon initial logon to the Services. If you do not agree with the change you must stop using the Services. If you continue to use the Services following a change to this AUP you will be deemed to have accepted the change.

## Privacy Policy

The Service Manager understands the importance of maintaining and protecting your privacy and will not sell or rent your personal data to anyone.

When you engage in certain activities on the Services, the Service Manager may ask you to provide certain information about yourself by filling in an online form. The information you provide will be kept confidential and will only be used to support your use of the Services.

The Service Manager uses information held about you to monitor the use of the site and to keep records of traffic flows to the site. This may be by using a "cookie" or small piece of information stored on your computer's hard drive by your browser. The cookies used contain no personal information that could be used to identify you, other than in conjunction with any information that you have submitted to us in the course of using the services. It is possible to configure your browser so that cookies are not used automatically but this may prevent you from having the benefit of some of the Service's features.

The Service Manager will not share your personal information with any third party organisation, except to the extent that the Service Manager believes it to be necessary to comply with the law.

By using the Services, you consent to the collection and use of data as described in this policy and in the EULA. Your attention is drawn in particular to the section "Accident Data Privacy and Data Protection Policy".