

“PORTAL360” SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions apply between Marlink SAS, BV, Inc, or GmbH or AS (referred to as “**Marlink**”) and the customers, the service provider(s) or agents (all referred to as the “**Customer(s)**”).

The following terms and conditions apply to the Customer’s use Marlink’s Portal360 (the “**Portal**”) and the content available therein:

1. The Customer and any of its employees, directors, contractors and end-users authorized to use the Portal (“**Authorized Users**”) are granted a nonexclusive and non-transferable right to access and use the Portal. Marlink shall grant one or more Authorized Users administrator rights to the Portal (“**Administrators**”), pursuant to which the Administrators are allowed to create user accounts for the Portal.
2. The Customer shall not allow any person to access the Portal other than its Authorized Users who subscribe to Marlink’s connectivity and services.
3. The Customer assumes full responsibility for the use of, data entered into and actions registered by it, its Authorized Users and any third party using any Customer assigned user account on the Portal. The Customer ensures that the Portal will not be used in any fashion that infringes the intellectual property rights or proprietary interests of Marlink or any third party, and that the use of the Portal complies with all applicable laws, rules or regulations.
4. The Customer shall not disclose any information obtained through the Portal without explicit prior written authorization from Marlink.
5. The Portal user accounts are strictly confidential. The Customer is responsible for maintaining the privacy of its user IDs and passwords Customer shall immediately inform Marlink of any lost or leaked user IDs.
6. Upon request from any Customer’s employee, director, contractor or end-user for access to the Portal, Marlink is entitled to provide such person with the contact details of Customer’s Administrator (e.g. email address and name) for the creation of a new user account.
7. The Customer shall immediately report to Marlink any irregularities or errors detected in the Portal.
8. The Customer may contact Marlink’s Customer care (“**Customer Care**”) for support in the event of temporary disruption of any issues with the Portal via Customercare@marlink.com. Customer shall provide Customer Care with a detailed description of the issue including attachment of a screen shot of the Portal where possible. Marlink shall not be liable for any damage or loss arising out of any interruption or unavailability of the Portal.

9. Marlink Traffic or call data presented through the Portal is indicative only. In case of discrepancies between traffic or call data attached to the invoices from Marlink and the Portal traffic or call data, the invoice shall prevail.
10. Marlink guarantees that the internal log of actions performed by the Customer on the Portal will not be utilized for any purpose other than Marlink's internal management of the Portal.
11. Marlink reserves the right to deny access to the Portal at any time to any user without prior notice if Marlink, at its sole discretion, deems such action necessary, for example in case of suspected misuse of the Portal or the user ID.
12. The Portal and content therein are provided on an "as is", "as available" basis and Marlink expressly disclaims all warranties and liabilities for access to and use thereof.
13. The Portal, content therein and feature functionality within the Portal may be enhanced, added to, withdrawn, or otherwise changed by Marlink without notice.
14. Marlink may change these terms and conditions at any time upon publication of the new terms and conditions on the Portal. The Customer may terminate its access to, and use of, the Portal upon written notice to Marlink if it considers any change to these terms and conditions unacceptable. Continued use of the Portal will be considered acceptance of the new terms and conditions.