

Tototheo Terms & Conditions for the provision of Starlink Kit and Services

These Terms & Conditions (hereinafter the “**Terms & Conditions**”) apply to any Starlink Kits and services (hereinafter the “**Services**”) the Customer (hereinafter the “**Customer**” and /or “**You**”) orders and/or receives from Tototheo Maritime Limited and/or from any of its subsidiary, affiliated, associated or parent companies (hereinafter referred to either individually or collectively as the “**Provider**”).

1. DEFINITIONS

1.1 In these Terms & Conditions, the following words, expressions or phrases shall have the following meanings:

1.1.1 **Acceptable Use Policy** shall mean that found at <https://www.starlink.com/legal/documents/DOC-1001-59234-61>, as amended from time to time. If the Customer is unable to access this link, then a copy should be requested from the Provider to ensure compliance with the terms of these Terms & Conditions.

1.1.2 **Agreement** shall mean the accepted Offer Proposal and these Terms & Conditions.

1.1.3 **Install Guide** shall mean that found on <https://www.tototheo.com/tm-starlink-hub/>. If the Customer is unable to access this link, then a copy of the Install Guide should be requested from the Provider to ensure compliance with these Terms & Conditions.

1.1.4 **International Trade Control Laws** shall mean export control, economic sanctions, anti – corruption laws and regulations that apply to Starlink and/or the Provider and/or the Customer, including but not limited to the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774); economic sanctions laws and regulations, including those administrated by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) and the U.S. Department of State (Sanctions) ; and anti – corruption laws, including the Foreign Corrupt Practices Act, UK Bribery Act, and applicable international and local country anti – corruption laws (the “**Anti-Corruption laws**”).

1.1.5 **Eligible Service Territory(ies)**: Any territories where Starlink is licensed to operate.

1.1.6 **Fair Use Policy** shall mean that found at <https://www.starlink.com/legal/documents/DOC-1134-82708-70>, as amended from time to time.

1.1.7 **Sanctioned Activity** shall mean any activity, service, carriage or trade, subject to international mandatory sanctions imposed by a sanctions authority, including but not limited to, in accordance with the UK (United Kingdom), EU (European Union), UN (United Nations), and US (United States) sanctions’ regulations as may be amended from time to time (“the **Sanctions Authority**”).

1.1.8 **Services** shall mean satellite-based connectivity services receivable via the Starlink Kit.

1.1.9 **Software License & Usage Terms** shall mean those found at <https://www.tototheo.com/wp-content/uploads/2023/02/Starlink->

[Software-License-Usage-Terms.pdf](#) ,as amended from time to time. If the Customer is unable to access this link, then a copy should be requested from the Provider to ensure compliance with these Terms & Conditions.

- 1.1.10 **Starlink** shall mean Starlink Internet Services Limited.
- 1.1.11 **Starlink FAQs** shall mean the FAQs that can be found on <https://www.starlink.com/legal?regionCode=CY> .
- 1.1.12 **Provider Customer Portal** shall mean the online portal where information and documentation relating to the Services can be found and can be accessed at a link to be advised by the Provider. If the Customer is unable to access the Provider Customer Portal and/or any documents referred to herein as being located in the Provider Customer Portal then copies should be requested from the Provider to ensure compliance with these Terms & Conditions.
- 1.1.13 **Starlink Kit** shall mean a Starlink dish, Wi-Fi router, power supply and mounts ("**Starlink Kit**" or "**Kit**").
- 1.1.14 **Starlink Specifications** shall mean the specifications found at <https://www.starlink.com/legal/documents/DOC-1002-69942-69?regionCode=GR> ,as amended from time to time. If the Customer is unable to access this link, then a copy of the specifications should be requested from the Provider to ensure compliance with these Terms & Conditions.
- 1.1.15 **Trademark** shall mean the name "Starlink" and all related marks, logos, and designs, service marks, trademarks and trade names of Starlink.
- 1.1.16 **Trade Compliance Declaration** shall mean the trade compliance declaration found at Annex A.

1.2 Headings are for convenience only and shall not affect the interpretation of any term and/or provision in the Terms & Conditions.

1.3 Any schedules, annexes and terms attached to these Terms & Conditions shall form an integral part of the Terms & Conditions and shall be considered to be a part of the Agreement and shall be binding on both the Customer and the Provider.

1.4 In the event of a conflict and/or inconsistency between the Offer Proposal, Terms & Conditions and any other documents referred to herein, the order of precedence will be: (i) the Offer Proposal (as defined below); (ii) these Terms & Conditions; and (iii) any other documents referred to herein.

2. OFFER PROPOSAL

2.1 Upon the Customer requesting the provision of Services by the Provider, the Provider will provide an offer proposal (the "**Offer Proposal**") for the Customer's consideration. These Terms & Conditions shall apply to any Offer Proposal issued by the Provider.

2.2 Upon receiving (i) Customer's agreement to the terms of the Offer Proposal by email and/or (ii) instructions to deliver the Starlink Kit and/or Services, the Offer Proposal shall be deemed accepted by the Customer and these Terms & Conditions shall be deemed agreed.

2.3 The Customer may request a change to its ordered Services and the Provider will advise the Customer in writing if the changes can be effected, within which period such changes shall be implemented and any possible charges that will be incurred. Any such requests for changes shall be made by the Customer in writing and shall not be deemed as accepted for implementation until the Provider advises (i) if these can be accepted; (ii) the period within which such changes can be implemented and (iii) any possible charges that will be incurred and which will be subject to acceptance by the Customer.

2.4 The Provider may change or discontinue Services, prices, Kit versions and Starlink Specifications from time-to-time. Provider will provide at least a 30-day notice prior to making any material changes to this Agreement. Subject to your options under clause 13.1, by continuing to use the Services after the notice period, the Customer will be deemed to agree to any changes.

3. CUSTOMER OBLIGATIONS

3.1 The Customer shall:

3.1.1 Comply with these Terms & Conditions strictly and in full.

3.1.2 Cooperate with any third party to whom the Provider designates or instructs in relation to the provision of the Services.

3.1.3 Comply with all applicable laws, regulations and obligations with regards to the use of the Services and the Kit.

3.1.4 Care of any Services and Kit that are provided, if applicable, and ensure that it is not used or distributed to any third party.

3.1.5 Conduct business and operations, specifically with regards to the use of the Services in an ethical, lawful, professional manner and in line with these Terms & Conditions and do nothing to bring the reputation or goodwill of the Provider or Starlink into disrepute.

3.1.6 Provide accurate and true information in respect of the location where the Kit is installed and where the Services are provided.

3.2 Be liable to compensate and indemnify the Provider for any and all losses, damages, liabilities, expenses, costs (including legal costs) and penalties whatsoever arising out of and/or as a result of the Customer's breach of any of its obligations.

4. PROVIDER OBLIGATIONS

4.1 The Provider shall:

4.1.1 Provide the Services in accordance with these Terms & Conditions.

- 4.1.2 Comply with all applicable laws, regulations and obligations with regards to the provision of the Services.
- 4.1.3 Provide technical support to the Customer in relation to the proper functioning of the Services and always at the Provider's discretion depending on priority and support level required as per the Agreement.

5. PRICING AND PAYMENT TERMS

- 5.1 Prices relating to the Services contracted are set out in the Offer Proposal.
- 5.2 All pricing and payment related to the Services and/or otherwise arising under these Terms & Conditions shall be expressed and made in US Dollars (USD) unless otherwise agreed in the Offer Proposal.
- 5.3 Unless otherwise stated in the Offer Proposal you agree to pay for (a) the one-time, immediate purchase price for the Starlink Kit and any accessories, including shipping & handling and applicable taxes, for the quantities provided per delivery, as described in the Offer Proposal, (b) monthly recurring charges, including applicable taxes, for the Services selected in the Offer Proposal and (c) additional fees for 'Add-On Services' such as (but not limited to) additional Priority Access but only if you have opted-in to these optional Services (as described below in clause 9). Unless otherwise stated in the Offer Proposal (i) Starlink Kits will not be shipped until the equipment payment is received and (ii) Provider will start billing for Services on the first day of the month following each Starlink Kit Activation. Consolidated recurring Services fees will be billed each month thereafter for all activated Starlink Kits, with payment due prior to each month of Service. All additional payment terms are defined in the Offer Proposal.
- 5.4 The prices are subject to change and the Customer will be given at least fifteen (15) days' prior notice or as reasonably feasible under the circumstances.
- 5.5 Any additional applicable fees and taxes will be identified and stated separately on monthly electronic invoices, always in accordance with applicable laws and regulations.
- 5.6 All fees and charges are computed exclusive of value added tax (VAT) or sales taxes or any other taxes or similar liabilities. Any taxes and other fees and surcharges required by law, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass with respect to the Services and the transactions contemplated by the Offer Proposal shall be the responsibility of the Customer and if paid or required to be paid by the Provider, the Provider shall be entitled to be indemnified in respect of such amount and shall be invoiced to the Customer accordingly. The Customer is also responsible for any additional government fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on, incident to, or based upon the use of the Services or Starlink Kit.
- 5.7 Balances which remain unpaid for a period of more than thirty (30) days from the date of the invoice shall be subject to an additional late fee which shall be the

equivalent of two percent (2%) per month of the overdue amount until payment is received.

5.8 Overdue payments will be settled in the following priority order:

- i. Late fees
- ii. Overdue amounts
- iii. Remaining balance

5.9 If the Customer in good faith disputes one or more items shown on the invoice, the Customer must notify the Provider within fifteen (15) days of the date of the invoice. The Provider shall use its reasonable endeavours to revert to the Customer within 15 days of receipt of the billing dispute. Any charges which were not charged correctly shall be credited to the Customer. Any billing dispute which cannot be resolved amicably by the Parties shall be subject to the dispute resolution procedure set out in clause 15.

5.10 The Customer agrees and confirms that all undisputed invoices, or parts thereof which are deemed as undisputed, shall be paid in accordance with this clause, and will continue to abide by its payment obligations as provided for herein.

5.11 Shipping and handling charges will apply and are non-refundable. The shipping and handling charges will be as per the Offer Proposal and/or any other communication as may be provided from time to time by the Provider to the Customer. Unless otherwise agreed between the parties, the Provider will use the carrier of its choice.

6. DELIVERY AND INSTALLATION OF SERVICES

6.1 Unless otherwise specified in the Offer Proposal, the Customer is responsible for the installation of the Starlink Kit in a location that has a clear field of view as per the Install Guide available in the Provider Customer Portal. The Customer should not install under a radome; doing so may adversely affect terminal performance. The Customer should maintain a minimum separation distance of 4m (14ft) between Starlink and other co – located antennas.

6.2 The Customer is also responsible for installing the Starlink Kit securely so that the equipment will not become dislodged due to weather or other external factors. It is the Customer's responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that are applicable to the Services and the installation of the Starlink Kit.

6.3 Should use of the Services require any construction or alteration to property, the Provider is not obliged to reimburse any expenses or restore property to the same physical state as prior to the delivery of Services.

6.4 If the Customer requires a permanent roof mount installation, the Customer acknowledges the potential risks associated with this type of installation, including without limitation, with respect to any warranty that applies to penetration of our vehicle/vessel roof, building roof or roof membrane.

- 6.5 Unless otherwise agreed in the Offer Proposal, modifications or alternations (including changes that are cosmetics in nature) to the Starlink Kit are subject to the Limited Warranty (clause 7) and Exclusions, Limitations and Disclaimers on the Services (clause 8) and may affect Service performance. The Customer shall not modify any Starlink Kit in a manner that contradicts the Install Guide or would otherwise alter the transmission characteristics of the equipment, including installation under a radome without Provider's approval. To maintain the Limited Warranty, all modifications made by Customer to the Starlink Kit must be approved by Provider in writing and may be subject to additional evaluation fees in order to assess operability. At Provider's sole discretion, if the Provider determines that the installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment warranty may be voided.
- 6.6 The Customer agrees to take proper precautions if installing a Starlink Kit to be used on a moving vehicle or vessel. The Customer is responsible for ensuring that antenna mount is installed on a structurally sound, horizontal surface. The Customer acknowledges that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. The Customer should not mount a Starlink Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the Install Guide and used with the proper mount.
- 6.7 The Customer is prohibited from installing or using a kit on a moving vehicle or vessel unless Starlink and/or the Provider has designated the specific kit model and/or mount for in in-motion use and has obtained all required in –motion approvals in the country of use. Services in – motion on a vehicle or vessel (e.g cars, vans, rvs, boats) via an unauthorised kit or country is prohibited will void the Limited Warranty of the kit, and may be grounds for termination of the Agreement with Provider.
- 6.8 The Starlink Kit can and may be accessed by the Provider to perform support actions, request limited diagnostic information, monitor performance and provide research for improvement purposes.

7 LIMITED WARRANTY

- 7.1 The Starlink Kit and Services are novel, under development, and subject to change. Starlink will use reasonable efforts to facilitate that the Starlink Kit, at the time of delivery, and the Services, as performed, substantially meet performance goals set forth in the Starlink Specifications and the Offer Proposal. Starlink performance goals will be amended by Starlink from time-to-time based on experience and innovation. The limited warranty standard set out in this clause ("Limited "Warranty") is only available for twelve (12) months from the initial activation of the Starlink Kit (the "Limited Warranty Period") as per clause 8.2 below.

8 **EXCLUSIONS, LIMITATIONS AND DISCLAIMERS ON THE SERVICES**

- 8.1 **Exclusions and Force Majeure** Provider is not responsible for damage to the Starlink Kit after delivery, or for Service malfunctions resulting from (a) manual re – pointing of the antenna; (b) repair, modification or disassembly of Starlink Kit by anyone other than Provider / Starlink or its authorized agent; (c) failure to follow instructions, including by obstructing the Starlink Kit’s field of view; (d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; (e) spills of food or liquids on Starlink Kit; (f) planned or emergency maintenance on the network; (g) problems with your electrical power or network equipment; (h) misuse, abuse, accident, vandalism, alteration, or neglect; (i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Starlink Kit; (j) use in combination with devices or software not provided or approved by the Provider and/or Starlink; (k) inability to obtain or maintain necessary permissions, authorizations, or permits; or (l) events not reasonably within Provider’s control.
- 8.2 **Limited Remedies** If the Starlink Kit fails to meet the Limited Warranty set forth in clause 7, the Customer is entitled to send a detailed, written warranty claim to the Provider within the Limited Warranty Period. The Provider will process the claim with Starlink and Starlink will cure the discrepancy within 30 days of receiving Customer’s claim, provided that such claim is accepted by Starlink. This includes at Starlink’s choice, by replacing or repairing the Starlink Kit with a new, different or refurbished device or part. This replaced device will be covered by the Limited Warranty for the greater of 3 (three) months or the remainder of the original Limited Warranty Period. The remedies set forth in this clause 8.2 (Limited Remedies) are the Customer’s sole and exclusive remedies for breaches of warranty, service deficiencies, unavailability and other breaches by the Provider.
- 8.3 **Disclaimer:** PROVIDER PROVIDES THE STARLINK KIT AND SERVICES "AS IS" WITHOUT ANY EXPRESS WARRANTY OR REPRESENTATION. PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON – INFRINGEMENT.
- 8.4 **Limitations of liability:** NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES ARISING OUT OF OR RELATED TO THE AGREEMENT, STARLINK KIT, SERVICES OR DAMAGES RESULTING FROM THE KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES, PROVIDER’S LIABILITY FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE LESSER AMOUNT OF EITHER (A) THE TOTAL AMOUNT PAID BY CUSTOMER TO PROVIDER OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY OR (B) 500,000 U.S. DOLLARS. THE LIMITATIONS SET FORTH IN THIS CLAUSE WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES,

REGARDLESS OF WHETHER EITHER PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND REGARDLESS OF WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT, STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.

- 8.5 **Assumption of Risk.** THE CUSTOMER AGREES THAT ITS USE OF SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING THE CUSTOMER'S ACCOUNT, IS AT THE CUSTOMER'S SOLE RISK, SERVICES ARE NOT SUITED OR INTENDED AS A MISSION CRITICAL OR SAFETY – OF – LIFE SERVICE.

9 FAIR USE POLICY AND DATA ALLOCATION PER SERVICE PLAN

- 9.1 Fair Use Policy describes how the network traffic is managed and customer data allocated based on your service plan.

- 9.2 Priority Access data under Business and Mobility Service Plans are given network priority over all other data on the Starlink network. See Starlink Specifications for details on Starlink expected performance per service plan. Priority Access can be purchased by Customer on an opt- in basis as described in 9.3 below. If Priority Access is exhausted each month based on your data limits purchased, Provider will throttle your upload and download speeds for Business and Mobility service plans unless additional Priority Access is purchased. See Priority Access data limits and throttle speeds in Fair Use Policy for more details. Business and Mobility customers who have exhausted their Priority Access and have not purchased additional data will experience slower speeds and reduced performance compared to Priority Access. Throttled services will result in degradation or unavailability of certain services or applications, such as streaming video, gaming or other bandwidth intensive applications. For Business service plan, data usage between 11PM and 7AM will not count toward Priority Access data limits. For Mobility Service Plans, your data usage will count toward the Priority Access limits any time you use Starlink. It is understood that if Priority Access is exhausted and Customer has not opted – in to purchase additional Priority Access then Provider cannot guarantee any network connection and/or access.

- 9.3 You can track your monthly data usage and purchase additional Priority Access at any time on the Provider Customer Portal by opting into being automatically charged for more Priority Access if you hit your data limit. Data usage can be checked via the Provider Customer Portal and Customer will also receive email notification with data usage details. Once you opt – in, you will be automatically billed for the additional data used until you opt-out, including in following billing cycles. You may opt-out of purchasing additional Priority Access at any time in the Provider Customer Portal. Additional details on Priority Access fees and billing can be found in the Starlink FAQs and Fair Use Policy.

- 9.4 Certain service plans allow Customer to select 'Add-On Services' for additional fees per GB. For example, adding 'Transcontinental Data' to your service plan allows a user to access Services outside the continent of their Service address for additional fees. The Fair Use Policy assigned to a user's primary service plan, including Priority Access data limits, will also apply when using these Add-On Services.

10 TRADEMARK AND SOFTWARE UPDATES

- 10.1 Starlink retains all right, ownership, and interest in the Trademark and its website, and all associated goodwill, and in any other copyright, trademark, or other intellectual property provided under this Agreement. Nothing in this Agreement shall be construed to grant the Customer any rights, ownership, or interest in the Trademark or the Starlink website, or in the underlying intellectual property.
- 10.2 The Customer is not authorized to use any trademarks, logos, photos in any way connected with Starlink.
- 10.3 Software copies and updates installed on the Starlink Kit are not sold, only licensed to the to the Customer (on a non – exclusive, non – transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to the Software License and Usage Terms. Starlink reserve all intellectual property rights and other rights and interest in the Starlink Kit, the Services and the software, and grants no license, except as expressly provided for in these Terms & Conditions.

11 COMPLIANCE

- 11.1 **General.** The Customer agrees to comply with and will be responsible for ensuring compliance with all applicable laws and regulations, including but not limited to those related to telecommunications, privacy, copyright, website blocking, internet use by minors, data protection, rules on lawful intercept and government access to data related to the Services.
- 11.2 **In – Motion Authorization.** Use of Services in – motion may require additional authorizations. Provider may, at its sole discretion, seek authorizations for you to use the Service and Kit – in motion within the territorial waters, airspace or on land for certain jurisdictions. The Customer is responsible for (a) understanding and complying with all applicable laws and regulations associated with the use of the Services and Kit in motion, (b) obtaining any required authorizations, where necessary, and (c) ceasing use of the Services or Kit where necessary based on the Kit's geographical location.
- 11.3 **Privacy.** The parties agree that the Provider is the "data controller" (business primarily responsible for any personal information collected and processed as defined by any applicable global privacy law or regulation (e.g GDPR) for Customer and Customer's employees, representatives or agents.)
- 11.4 **Acceptable Use Policy.** The Customer agrees not to use the Services in ways that (a) violate any law or applicable regulation, (b) violate these Terms & Conditions including the Acceptable Use Policy or other policies available on the Provider Customer Portal, (c) infringe the rights of others, (d) interfere with the

users, Services or Starlink Kit of the Starlink network or other networks. The Customer is responsible for complying with the terms for any third – party services that the Customer subscribes to using Starlink Services. The Customer agrees to enforce the terms of the Acceptable Use Policy. In the event of any violation of this clause, Provider reserves the right to terminate or suspend Services to the Customer.

11.5 **International Trade Laws** Customer must comply with all applicable International Trade Controls in the context of this Agreement, including applicable export control, economic sanctions, customs/import, anti- money laundering and anti – corruption laws and regulations. The Customer is expressly prohibited from involving any person in any capacity whatsoever in the Offer Proposal, this Agreement or the Services, who is listed on the Specially Designated Nationals List, Denied Persons List, Entity List, or any other similar applicable government list. The Customer acknowledges that the Customer is only authorised to access Services at the Eligible Service Territor(ies), and the Customer will not divert the Starlink Kit or Services to any other location, or to user or for users that are prohibited under International Trade Controls. By agreeing to these Terms & Conditions, the Customer agrees to comply with the Trade Compliance Declaration (Annex A) which forms an integral part of and shall be considered to be a part of these Terms & Conditions. Provider reserves the right to audit the Customer’s compliance with the Trade Compliance Declaration.

11.6 **Modifications to Starlink Products & Export Controls.** Services are commercial communication products. Services are not designed or intended for offensive or defensive military end-uses. Custom modifications of the Starlink Kits or Services for military end-uses may transform the items into products controlled under U.S. export control laws specifically the International Traffic in Arms Regulations (ITAR) (22C.F.R. §§120-130) or Export Administration Regulations (EAR) (15C.F.R. §§730-774) requiring authorisations from the United States government for the export, support or use outside the United States, Provider’s aftersales support to Customer will be limited to its standard commercial services support only. At its sole discretion, Provider may refuse to provide technical support to modified Services.

11.7 **Security Measures.** The Customer acknowledges and agrees that Starlink administers and enforces cybersecurity policies and procedures to identify and respond to incidents involving Starlink data, mitigate the effects of any such incidents, document their outcomes, and notify appropriate stakeholders (including authorities and affected data subjects, as appropriate).

12 **NOTICES**

12.1 Any and all notices referred to in these Terms & Conditions under or in connection with the provision of the Services shall be in writing, in the English language. Unless otherwise notified in writing, the applicable details for all notices are as follows:

To the Provider: Tototheo Maritime Limited
89, Omonoias Avenue
Limassol, 3048

Republic of Cyprus
Attn: Legal Department
Email: legal@tototheo.com

To the Customer: As per Contact Details for notices recorded in the signed Offer Proposal.

12.2 Any notice(s) shall also be delivered personally or sent by email to the party due to receive the notice at its respective address or e-mail address in the event of electronic notice.

12.3 If a notice or other communication is made by email, it shall be deemed received by the receiving party once it is read by the receiving party or within three (3) business days of sending, whichever occurs first. If a notice or other communication is made by hand delivery, or by a reputable express courier service, it shall be deemed received by the receiving party once it is signed for or on behalf of the receiving party or within seven (7) business days of dispatch, whichever occurs first.

13 CHANGES, CANCELLATION, RETURNS, TERMINATION AND TRANSFERS

13.1 Subject to the terms, conditions and commitments described in the Offer Proposal, the Customer can stop the recurring monthly payment, cancel Services and withdraw at any time by contacting the Provider directly. If any such request is received after the 1st of the month, the Customer will still be billed for the Services until the end of the month. In such cases, the Services will remain available until the end of the month in which the request has been made. To avoid being billed for the following month of Services, the Customer must cancel Services prior to their invoice statement being generated and prior to the 1st day of the upcoming month. Notwithstanding the aforementioned, termination of Services may be subject to fees and/or penalties for the account of the Customer. Such fees and/or penalties shall be communicated to the Customer by the Provider upon receipt of written advice of the Customer's intention to terminate the Services. The Customer is not entitled to any refunds except to those described below in clause 13.4 .

13.2 Subject to terms, conditions and commitments described in the Offer Proposal and these Terms & Conditions, if the Customer wishes to change the service plan set out in the Offer Proposal then the below will apply:

13.2.1 If the Customer changes to a higher cost plan, the Customer will be charged a pro-rated cost dependent on the plan monthly cost difference and time remaining until the end of the month;

13.2.2 If the Customer changes to a lower cost plan, the Customer's current service plan will remain the same, and the new service plan will take effect on the 1st day of the next month. The Customer will be charged the new monthly service cost at the start of the next month.

13.3 The Provider may, at any time, without prior notice, immediately terminate or suspend all or a portion of the Services, for (a) a violation of these Terms & Conditions, including Starlink Acceptable Use Policy; (b) a request and/or order

from law enforcement, a judicial body, or other government agency; (c) unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware; (d) a failure to obtain or maintain the necessary governmental authorizations required to deliver Services; (e) the Customer's participation in fraudulent, abusive, immoral or illegal activities; (f) the Customer's failure to pay fees owed for the Services if the Customer has not cured such non – payment within a 30 day period of receiving a request to cure from Provider; or (g) its convenience, for any reason after a 30 day notice period.

- 13.4 If Provider terminates the Services for its convenience within 12 months of a delivery of Kits to the Customer, then the Customer may, at the Provider's discretion, be entitled to a full refund on the fees paid (excluding taxes and shipping) for Kits that are returned to Provider and that are unopened, unused, and undamaged, as solely determined by Provider, if such Kit returns occur within 45 days of the termination of convenience notice. The Customer is not entitled to any refunds, except as set forth under this clause.

14 INDEMNITY

- 14.1 Unless otherwise agreed in the Offer Proposal, the Customer agrees to indemnify and hold harmless the Provider, its employees, officers, directors, agents, affiliates and shareholders against all losses, damages, liabilities, expenses and costs (including legal costs) arising out of or in connection with:

- 14.1.1 Any past, present or future claims or legal proceedings, arising out of or in relation to (i) the Customer's use of Services and/or the Kit and/or this Agreement including but not limited to:

14.1.1.1 if the Customer uses the Services and/or the Kit in ways that are (a) illegal or violate this Agreement or Starlink's Acceptable Use Policy; or (b) negligent, reckless or intentionally wrongful;

14.1.1.2 in relation to the installation, marketing, use, repair, removal, or any other Kit works, carried out with respect to Services and/or the Kit;

- 14.1.2 any negligence, unlawful act, wilful misconduct, or intentional torts, committed by the Customer;

- 14.1.3 any third-party intellectual property infringement claims arising out of or relating in any way with respect to the Services and/or the Kit and/or the Agreement;

- 14.1.4 the use of Services or the content of any transmission made using the Services including any alleged libel, slander, obscenity, indecency, infringement of copyright or breach of privacy or security;

- 14.1.5 any act or omission of the Customer resulting in loss of, or damage or degradation to the provision of the Services; and

14.1.6 any claims, demands, and causes of action of every kind and character arising out of or in connection with this Agreement in respect of the Customer's personnel; on account of bodily injury, death or damage to such person's property, regardless of the cause of such bodily injury, death or damage to property, excluding the gross negligence of the Provider.

15 GOVERNING LAW

15.1 The Provider and the Customer shall each comply with all applicable laws in connection with the provision of the Services.

15.2 These Terms & Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

15.3 Any dispute arising out of or in connection with the Agreement or these Terms & Conditions, including non-contractual claims and any questions regarding their existence, validity or termination, shall be referred to and finally resolved by a single arbitrator in a binding arbitration administered by the International Chamber of Commerce ("ICC") in accordance with ICC Rules of Arbitration. The place of arbitration will be London, U.K. The arbitration language will be English.

15.4 If the Customer has a dispute, before initiating arbitration as per clause 15.3, the Customer must send a written notice to legal@tototheo.com and at the Provider's headquarters as per clause 12.1, providing details of the dispute. If the dispute has not been resolved within 60 days of submitting a notice, the Customer may initiate arbitration as per clause 15.3.

16 SANCTIONS

16.1 In the event that, by reason of entering into and/or performing pursuant these Terms & Conditions, the Provider is exposed to a risk of sanctions being imposed by any ("sanctions" to include but not be limited to the imposition of any fine or financial penalty whatsoever, and/or being included on any Specially Designated Nationals List, Denied Persons List, Entity List, or any other sanctioned persons or entity list) supranational governmental organisation or any national or regional government or public authority including but not limited to the EU, then the Provider shall be entitled (at his absolute discretion) to terminate the Agreement with immediate effect. In such an event, the Customer shall Indemnify and hold the Provider harmless in respect of any sanctions imposed upon them and/or the consequences of any such sanctions being imposed, including but not limited to any consequential losses suffered by the Provider resulting from the exercise by the Provider of any liberty or discretion provided for herein.

17 GENERAL

17.1 Customer may not sell, resell, lease, sublease, assign, license, sublicense, share, provide, or otherwise allow any other third party to use the Services and/or the Starlink Kit and/or any component thereof.

- 17.2 Customer may not assign, sell or transfer the Agreement and/or software installed on the Starlink Kit, without the Provider's consent. Unauthorized transfers or assignment will be null and void and grounds for termination. Customer is liable for any charges or fees incurred by the use of the Services and Starlink Kit by anyone else. The Provider can assign this Agreement, in whole or in part, without notice to Customer and in Provider's sole discretion, to any entity that controls, is controlled by, or is under common control as the Provider, or any entity that is a successor in a sale, spinoff, acquisition or merger of the Provider, provided that the assignee can lawfully perform the obligations of the assignor.
- 17.3 The Provider reserves the right to substitute, change, cancel or add to any part of this Agreement at any time upon notice to you per clause 2.4, and Customer's continued use of the Services constitutes agreement to the updated Terms & Conditions.
- 17.4 No waiver by the Provider of any breach of these Terms & Conditions will be a waiver of any preceding or succeeding breach. No waiver by the Provider of any right under these Terms & Conditions will be construed as a waiver of any other right. The Provider will not be required to give notice to enforce strict adherence of these Terms & Conditions. A waiver must be provided in writing by an authorized representative of the Provider to be effective.
- 17.5 Should any provision(s) of the Offer Proposal, the Agreement or these Terms & Conditions be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction in any respect, the invalid, illegal or unenforceable aspects of such provision(s) shall be given no effect and shall be deemed not to be included in the Terms & Conditions without invalidating any of the remaining provisions. The Customer and the Provider shall enter into good faith negotiations to amend the Terms & Conditions in such a way that, as amended, is valid, legal and enforceable and, to the maximum extent possible, reflects the intended effect of the invalid, illegal or unenforceable provision(s).

ANNEX A

TOTOTHEO MARITIME (The "**Company**")

Trade Compliance Declaration ("**Declaration**")

To: "**Customer**"

1. It is the Company's policy to comply with applicable economic sanctions and anti-corruption laws to which it may be subject and to implement and follow appropriate compliance procedures to avoid any violation of such sanctions and anti-corruption laws. It is an important part of that policy that our products and services are not utilised in a breach of such sanctions and anti-corruption laws. It is therefore a requirement of our sanctions and anti-corruption compliance procedures that it is acknowledged by the Customer as a condition to the provision of goods and/or services by the Company that all sanctions and anti-corruption laws and regulations will be complied with as at the date of and throughout the duration of any agreement(s) between the Company and Customer. In light of this requirement, the Customer agrees to this Declaration and the warranties/provisions set out below. By continuing to accept the provision of goods and/or services from the Company, the Customer expressly confirms their agreement to the provisions of this Declaration.
2. For the purpose of this Declaration:
 - 2.1 "**Anti-Corruption Laws**" shall mean anti-corruption laws and regulations, that apply to the Company and the Customer including but not limited to anti-corruption and anti-bribery laws and regulations of the EU, the UK, the Foreign Corrupt Practices Act, UK Bribery Act, and applicable international and local anti-corruption laws.
 - 2.2 "**Denied Party Lists**" shall mean the lists of Specially Designated Nationals, Denied Persons, Entities, or any other similar government list.
 - 2.3 "**Government Officials**" shall mean (1) any officer or employee of any government or component of government (e.g., a government minister, regulator, mayor, legislator, customs inspector or police officer); (2) an officer or employee of any entity or instrumentality in which a government or government entity possesses a majority or controlling interest; (3) a candidate for political office; (4) a political party; (5) a political party official; (6) an officer or employee of a public international organization (e.g. the European Commission or World Bank); (7) a person who is acting in an official capacity for or on behalf of any government or component of a government, an entity in which a government or component of a government possesses a majority or controlling interest, a political party, a public international organization (even if the individual is acting in such capacity temporarily and without compensation); and, (8) in some circumstances, members of royal families.
 - 2.4 "**Sanctions**" shall mean any sanction, prohibition, or restriction, imposed by either the United Nations, the European Union, the United States of America, Cyprus, the United Kingdom, or any other applicable competent authority or government, Supranational or International Governmental Organisation,

including but not limited to, those imposed on any specified persons, entities, bodies, vessels or fleets, or in relation to any trades/commodities.

3. The Customer warrants for themselves, any of Customer's affiliates, directors or officers and in respect of any third parties and/or their agents who may use goods or services provided to them by the Company, that as at the date of any agreement(s) with the Company and throughout that agreement'(s) duration:
 - 3.1 they are not subject to any Sanctions and have not been engaged in any transaction, activity or conduct that could reasonably be expected to result in them being subject to any Sanctions, including by inclusion on a Denied Party List;
 - 3.2 they have not received notice of, or are otherwise aware or ought to be reasonably aware of, any claim, action, suit, proceedings or investigation involving it with respect to Sanctions;
 - 3.3 they will comply with all applicable Sanctions (for which purpose the sanctions of the UN, US, EU, Cyprus and UK will be treated as applicable to them regardless of their domicile) in their performance of any agreement concluded with the Company and in respect of other matters and will not take or omit to take any action that gives rise to a risk of breaching Sanctions;
 - 3.4 the goods and/or services provided by the Company shall not be provided to or otherwise utilised either directly or indirectly for the benefit of any party subject to Sanctions and/or to facilitate any breach of Sanctions by another and /or other used in any way whatsoever in breach of Sanctions;
 - 3.5 they have not made, offered, provided or authorised, and will not make, offer, provide or promise to make any payment or transfer anything of value, directly or indirectly through a third party, in connection with any business transactions involving the Company to (i) any Government Official, (ii) an officer, director or employee of any actual or potential customer of the Company, (iii) any officer, director or employee of the Company, or (iv) any other person or entity, if doing so would violate Anti – Corruption Laws;
 - 3.6 all representations and information supplied by the Customer in response to due diligence questions from the Company were complete and accurate. The Customer shall notify the Company in writing of any material corrections to or omissions from such original information supplied by Customer immediately upon identifying them; and
 - 3.7 they have instituted and will maintain policies and procedures designed to ensure compliance with Sanctions and Anti–Corruption Laws.
4. If at any time during the performance of any agreement(s) with the Company, the Customer or the Company (in their reasonable opinion), becomes aware that, the Customer is in breach of warranty as aforesaid then the Company may in their sole option terminate any agreements with the Customer forthwith. Any accrued liabilities under such agreements from the Customer to the Company will remain due and

owning and the Customer agrees to fully cooperate with the Company in relation to the return of any goods and/or disconnection of services to the Company and to indemnify the Company in respect of any costs incurred in connection with the same. Such termination also shall be without prejudice to any further rights of the Company against the Customer under or in connection with such agreements.

5. Notwithstanding anything in this Declaration or any terms and/or conditions agreed upon between the Customer and Company, neither party shall be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.
6. You agree that you, the Customer, shall be liable to indemnify the Company against any and all claims, losses, damages, costs and fines, whatsoever suffered by us or our agents or related parties, resulting from any breach of warranty aforesaid.
7. You agree that this Declaration forms part of any agreement concluded with the Company and that as such it is legally binding on the Customer.
8. This Declaration shall be constructed in accordance with English law and any dispute shall fall to be determined pursuant to the jurisdiction agreed under the relevant agreement(s) between the Customer and Company.