



Power Hippo Regius Limited **Au Gré des Flots — Product** **Subscription Terms**

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POWER HIPPO REGIUS LTD.
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Service: Au Gré des Flots, the maritime and chartering intelligence platform at <http://augredesflots.powerhipporegius.co.uk>. **Provider:** Power Hippo Regius Ltd, London, United Kingdom (“we”, “us”, “our”).

How these terms fit together. *These Product Subscription Terms add detail that is specific to Dima Bône. They sit alongside the Power Hippo Regius **Terms of Use & Privacy Policy** (the “Master Terms”), which you can read at www.powerhipporegius.co.uk/terms-and-conditions.pdf. The Master Terms govern subscriptions, trials, billing, cancellation, the 14-day cooling-off right, intellectual property, data protection, liability and everything else. Where these Product Subscription Terms conflict with the Master Terms **Au Gré des Flots**, these Product Subscription Terms prevail. Words defined in the Master Terms have the same meaning here.*

By subscribing to Au Gré des Flots, starting a Au Gré des Flots trial, or ticking a box that references these terms at checkout, you agree to these Product Subscription Terms and to the Master Terms.

1. What Au Gré des Flots is

1.1 Au Gré des Flots is **analytical software for maritime and chartering markets**. It provides proprietary intelligence tools and the interfaces that present their Output, including (depending on your plan): an operations overview (“Bridge”); a world port directory and map (“Port Atlas”); a fleet registry; freight-index and bunker-price market data (“Market Watch”); voyage profit-and-loss estimation; laytime and cargo planning; vessel position and tracking views; weather-routing analytics; and emissions-compliance estimates.

1.2 Your Subscription buys **access to this software and to the analytical logic, models and algorithms we have built — not the underlying data** (see clause 4 of the Master Terms).

2. Important — Au Gré des Flots is not navigational advice and is not for safety of life at sea

2.1 **Au Gré des Flots is a commercial and informational tool. It is not a navigation system and must not be used for the navigation of any vessel or for any purpose connected with the safety of life or property at sea.** Output (including positions, routes, weather, port and tracking information)



must not be relied upon for navigation, collision avoidance, passage planning, or any decision affecting the safety of a vessel, its crew or its cargo.

2.2 Always use official sources for navigation and safety. Masters, officers, operators and shore staff must rely on official, up-to-date nautical charts and publications, properly functioning bridge equipment (including ECDIS, radar and AIS), official weather and navigational warnings, and the rules and procedures required by SOLAS, COLREGs, flag-state and port-state requirements. Au Gré des Flots is not a substitute for any of these and does not meet the standards required of navigational equipment.

2.3 Position, AIS, weather and port data may be delayed, incomplete, estimated or inaccurate. Vessel positions and tracks are derived from third-party feeds that can be sparse, out of date, spoofed or wrong; weather and routing analytics are estimates; port and directory data may be outdated. Do not treat any of it as a real-time or authoritative source.

2.4 Not professional advice. Nothing in Au Gré des Flots is chartering, brokerage, freight-trading, legal, insurance, customs, classification or regulatory advice, and nothing is a recommendation or invitation to fix, charter, trade or insure any vessel or cargo. Voyage P&L, laytime, emissions and other figures are estimates that depend on your inputs and on third-party data.

2.5 You are solely responsible for any operational, commercial, chartering, navigational or compliance decision you make, and for compliance with all applicable maritime law and regulation. We are not a party to, and accept no responsibility for, any fixture, charter, transaction or voyage.

3. Data sources

3.1 Au Gré des Flots incorporates and processes Third-Party Data from external and public or open sources, which may include (without limitation) the World Port Index, UN/LOCODE, NOAA and other meteorological and oceanographic sources, AIS and vessel-position providers, and freight and bunker market references, together with clearly-labelled sample data we provide for illustration. That data remains subject to its owners' licences (see clause 5 of the Master Terms).

3.2 Sample or illustrative data is provided to let you explore features and is not live market or operational data; do not rely on it for real decisions.



3.3 You are responsible for ensuring your use of any Third-Party Data surfaced in Au Gré des Flots complies with that data's source licence and with any conditions that apply to you.

4. Your plan, price and free trial

4.1 **Self-serve plan.** The self-serve Au Gré des Flots subscription is sold to an individual user, priced at £49 per month (subject to change in the near future) or £490 per year (also subject to change) (the annual plan offers a saving against twelve monthly payments). Prices are shown at checkout inclusive of any VAT we are required to charge. The current price shown to you at sign-up prevails if it differs from this clause.

4.2 **Free trial.** New subscriptions include a **one-month free trial**. You may be asked for payment-card details to start it. **Unless you cancel before the trial ends, your subscription begins automatically at the end of the trial and the Fee is charged on the date shown at sign-up.** You will not be charged during the trial, and you can cancel during the trial at no cost.

4.3 **Renewal.** Subscriptions renew automatically (monthly or annually, as chosen) until cancelled. Price changes are handled under clause 7.4 of the Master Terms.

4.4 **What is included** depends on your plan and is described on the subscribe page and in the in-app help. The self-serve plan is for a single named user; sharing one login, or reselling access, is not permitted (see clause 6.5 of the Master Terms). Team, multi-seat and full-access (Enterprise) arrangements are available under separate terms.

5. Cancelling, refunds and your 14-day right

5.1 **Cancel any time.** You can cancel from your account settings or the Stripe billing portal, as easily as you subscribed. Cancellation stops the next renewal and takes effect at the end of your current paid period (clause 8 of the Master Terms).

5.2 **14-day cooling-off (consumers).** If you are a consumer, you have a statutory 14-day right to change your mind when you sign up online, as set out in clause 9 of the Master Terms. If you ask to start using Au Gré des Flots immediately during that period and then cancel, we may charge a proportionate amount for the access you had; during a free trial, no Fee is due.



6. Acceptable use specific to Au Gré des Flots

6.1 In addition to clause 6.5 and clause 10 of the Master Terms, you must not: use Au Gré des Flots for navigation or any safety-critical purpose (clause 2); use vessel-tracking or position data in any way that breaches the terms of the underlying AIS or data provider, or any applicable privacy or surveillance law; systematically extract or bulk-download datasets or Output beyond normal interactive use; or use the Service to reverse-engineer or build a competing product.

6.2 You are responsible for the accuracy of the inputs you enter (such as vessel particulars, rates and voyage parameters) and for reviewing Output critically before relying on it.

7. Everything else

All other terms — formation of the contract, consumer and business-customer rights, billing and Stripe, suspension for non-payment, intellectual property and ownership of Your Data, data protection and the Privacy Policy, limitation of liability and the liability cap, governing law (England and Wales) and how we make changes — are set out in the **Master Terms** at www.powerhipporegius.co.uk/terms-and-conditions.pdf and apply to your use of Au Gré des Flots.

Au Gré des Flots is provided by Power Hippo Regius Ltd. These Product Subscription Terms are read together with the Power Hippo Regius Terms of Use & Privacy Policy. Au Gré des Flots is not a navigation system and must not be used for the safety of life at sea. Output is decision-support, not advice.

Disclaimer

Strictly Private & Confidential

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