

## Seafarer Certification Application Portal © PORTAL TERMS AND CONDITIONS OF USE

Last updated as of May 7, 2021

Access to this web portal is provided solely for the purpose and as a matter of convenience and facilitation to seafarers who wish to apply for the seafarer certification and documentation services. Every effort has been made to ensure accuracy of the information and the regulatory administrative processes available with this system.

Any user of this system warrants that he or she is the applying seafarer or has the authority to represent the applying seafarer, for the purposes of conducting regulatory administration transactions for the seafarer(s) related to such transactions. If you are not the named seafarer or you do not have such authorization to use this system, then you may be subject to civil or criminal prosecution.

If you are in doubt about any of these statements or if you do not accept these terms and conditions, contact the Liberian Registry by telephone at +1 703 790 3434 or by email at [seafarers@liscr.com](mailto:seafarers@liscr.com) for further information.

The foregoing and the following are the terms and conditions for the use of this system. Please review our [Privacy Policy](#), which also governs your use of **Seafarer Certification Application Portal**, to understand our practices.

**LISCR LLC**, a Delaware Limited Liability Company, with principal place of business at 22980 Indian Creek Drive, Suite 200, Dulles, Virginia, United States of America (“**LISCR**”), is the exclusive administrator of the Liberian Ship and Corporate programs as an agent of and on behalf of the Government of Liberia. This exclusive appointment has been made under Title 21, Section 11 of the Liberian Maritime Law by the Commissioner of Maritime Affairs in his capacity as Head of the Liberian Maritime Authority, the principal agency of the Government of Liberia which is charged with protecting and enforcing the Liberian Maritime Laws, Conventions and Regulations.

These terms and conditions govern your use of the Liberian Registry’s **Seafarer Certification Application Portal**© (“**Seafarer Certification Application Portal**”) and by using this portal you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the **Seafarer Certification Application Portal**.

You must be at least 18 years of age and be either the applying seafarer or have the authority of the applying seafarer to use the **Seafarer Certification Application Portal**. By using the **Seafarer Certification Application Portal** and thereby agreeing to the terms and conditions, you warrant and represent that you are an authorized person to use the **Seafarer Certification Application Portal** and that you are at least 18 years of age.

The Liberian Registry’s **Seafarer Certification Application Portal**© is copyright protected.

**LISCR** reserves the right to amend the terms, conditions, practices and procedures contained herein at any time without prior notice.

**LISCR** provides access to the **Seafarer Certification Application Portal** as a service to you. The information contained on the **Seafarer Certification Application Portal** represents information on file with the Liberian Registry as well as information and data provided by you. **LISCR** will attempt to maintain the accuracy of all content as provided to the **Seafarer Certification Application Portal**. However, **LISCR** makes no claims, promises or guarantees about the accuracy, completeness, or adequacy

of the content of the **Seafarer Certification Application Portal**, and expressly disclaims all liability, whether direct or indirect, for any loss or damage arising out of the use, reference to, or reliance on any information presented on this **Seafarer Certification Application Portal**.

The use of this system, as with all Internet usage, may pose a risk of damage to user computer systems because of the presence of computer viruses, software and hardware incompatibility or defects, and other factors associated with use of the Internet. Users of this system assume all risks associated with its use, including the risk that damage may occur to user computer systems, software or data stored on or contained in user computer systems. **LISCR** disclaims all responsibility and liability for any damages, including loss of use, loss of profits, business interruption, procurement of substitute goods or services and loss of revenues caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission of information or data, communication line failure, computer virus, theft, destruction, unauthorized access or alteration regardless of whether for negligence, breach of contract, or any other cause of action.

**LISCR** grants you a nonexclusive, nontransferable, revocable license to access and use the **Seafarer Certification Application Portal** and services strictly in accordance with this Agreement. No printout or electronic version of any part of the **Seafarer Certification Application Portal** may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Parties acknowledge hereby and agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the **Seafarer Certification Application Portal**, Content, Services, and any software provided therein.

#### **License to use Seafarer Certification Application Portal**

Unless otherwise stated, the Government of the Republic of Liberia, and/or its agent and/or its licensors own the intellectual property rights in the **Seafarer Certification Application Portal** and material and the vessel records, files, certifications and Official Documents on the **Seafarer Certification Application Portal**. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the **Seafarer Certification Application Portal** for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- Republish material from the **Seafarer Certification Application Portal** (including replication on another website);
- Sell, rent or sublicense material from the **Seafarer Certification Application Portal**;
- Show any material from the **Seafarer Certification Application Portal** in public;
- Reproduce, duplicate, copy or otherwise exploit material on the **Seafarer Certification Application Portal** for a commercial purpose;
- Edit or otherwise modify any material on the **Seafarer Certification Application Portal**;
- Redistribute material from the **Seafarer Certification Application Portal** except for content specifically and expressly made available for redistribution.

Statutory Certificates, Official Documents and Invoices downloaded by the **Seafarer Certification Application Portal** are authorized to be distributed and shown in public.

## Acceptable use

You must not use the **Seafarer Certification Application Portal** in any way that causes, or may cause, damage to the **Seafarer Certification Application Portal** or impairment of the availability or accessibility of the **Seafarer Certification Application Portal**; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the **Seafarer Certification Application Portal** to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the **Seafarer Certification Application Portal** without **LISCR**'s express consent.

## Restricted Access

**LISCR** reserves the right to restrict access to certain areas of the **Seafarer Certification Application Portal**, or indeed this entire portal, at **LISCR**'s discretion.

If **LISCR** provides you with a user ID and password to enable you to access restricted areas of the **Seafarer Certification Application Portal** or other content or services, you must ensure that the user ID and password are kept confidential.

**LISCR** may disable your user ID and password in **LISCR**'s sole discretion without prior notice or explanation.

## User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, PDF) that you submit to the **Seafarer Certification Application Portal**, for whatever purpose.

You grant to **LISCR** a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to **LISCR** the right to sub-license these rights, and the right to bring an action for infringement of these rights.

**LISCR** reserves the right to collect and store user information such as, but not limited to, user IP address, browser versions, usage statistics, etc, in order to enhance user experience.

Your user content must not be illegal or unlawful, must not infringe any third party's rights, and must not be capable of giving rise to legal action whether against you or **LISCR** or a third party (in each case under any applicable law).

You must not submit any user content to the **Seafarer Certification Application Portal** that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

You must ensure that all information relating to vessels is accurate and true at all times, and that information regarding contact persons and details is valid on the **Seafarer Certification Application Portal**.

**LISCR** reserves the right to edit or remove any material submitted to the **Seafarer Certification Application Portal**, or stored on **LISCR**'s servers, or hosted or published on the **Seafarer Certification Application Portal**.

## Fees and Payment

Fees for the services provided via the **Seafarer Certification Application Portal** are listed in RLM-118, "Requirements for Merchant Marine Personnel (Annex 5 Schedule of Fees)" which can be found at [www.liscr.com](http://www.liscr.com). All applicable fees will be displayed at the time of applicant process and are payable online before your application can be processed.

Payment(s) on the **Seafarer Certification Application Portal** (the "Payment Service") may be made with a credit card, debit card, via PayPal, Alipay, GCash or other payment methods as will be displayed on the payment page (the "Payment Methods"). In addition to being subject to these terms and conditions, you also are subject to the terms and conditions of any payment service that you use. The list of Payment Methods is provided only as an example and the Payment Methods available at any given time may vary. The Payment Service is provided in order to facilitate access to payment of fees online. It is your sole responsibility to select an online payment option. **LISCR** does not promote any particular method or company. **LISCR** does not make any representation of any kind, express or implied, as to the operation of the payment gateway or payment service providers. By agreeing to these terms and conditions, you expressly agree that your use of the Payment Service and the aforesaid online payment services is entirely at your own risk and responsibility.

By accepting these terms & conditions, you represent and warrant that:

- You are 18 years of age or older.
- You are using your actual identity and any information you provide is accurate and complete.
- You are legally authorized to make payments using your designated account.
- You agree and understand that your designated account may be charged a convenience fee for each transaction successfully completed.
- Your use of the Payment Service will not violate any local, state, national or international laws or regulations.
- You have read and agreed to these terms and conditions.

In case the **Seafarer Certification Application Portal** or payment service provider's webpage that is linked to the **Seafarer Certification Application Portal** is experiencing any server related issues such as 'slow down' or 'failure' or 'session timeout', you shall, before initiating the second payment, check whether your bank account has been debited or not and ensure that you do not make the payment twice. If your bank account appears to be debited and you would like to reconfirm it, you can contact **LISCR** at [accounting@liscr.com](mailto:accounting@liscr.com) to confirm if the payment has been received.

**LISCR** assumes no liability whatsoever for any monetary or other damage suffered by you pursuant to (i) any delay, failure, interruption, error or corruption of any data or other information transmitted in connection with use or operation of the payment gateway or payment service provider, including instances where you have submitted an incorrect name or account information and/or (ii) circumstances beyond our control (such as, but not limited to, fire, flood, unavailability of the Internet, or interference from an outside force) which prevent the proper execution of the payment.

It is your sole responsibility to ensure that the information entered in the relevant fields for payment purposes is correct. You agree that the debit/credit card and other account details provided by you for payment must be correct, accurate and valid and that you shall not use a debit/ credit card or account that is not lawfully owned by you or the use of which is not authorized by the lawful owner thereof. You also confirm and agree that you are authorizing debit of the nominated card/ bank or other account for the payment of fees selected by you along with the applicable convenience fees.

Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by you, **LISCR** does not represent or guarantee that the use of the services provided by/through

Internet will not result in theft and/or unauthorized use of data over the Internet.

You confirm that you agree and understand that your personal data including without limitation details relating to debit card/credit card or other payment related details transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that **LISCR** or the payment service providers have no control over such matters and shall be fully indemnified and held harmless of any claim in relation thereto. **LISCR** does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by you while using the service.

The various payment services are subject to anti-money laundering, countering the financing of terrorism and sanctions (“AML”) laws and regulations. In accordance with such AML and anti-fraud practices, payment services may reject or suspend suspicious transactions and payments, restrict individuals involved in suspicious transactions from using their payment services, and impose other reasonable limitations and controls on your use of the payment services sufficient to allow the payment service to meet AML compliance obligations. A payment service may, for the purposes of complying with applicable suspicious transaction reporting and laws and regulations, notify suspicious transactions to the relevant authorities with jurisdiction over the respective payment service or relevant affiliates of such payment services.

The terms and conditions are the legal and binding agreement between **LISCR** and you with respect to the Payment Service. You will be agreeing to the current provisions of these terms and conditions each time you make a payment using the Payment Service. These terms and conditions may have been altered or amended from the last time you used the Service so in order to be certain you still agree with the terms and conditions be sure to read them each time before you make a payment. Your use of the Payment Service after any change to these terms and conditions will constitute your agreement to such change(s).

**LISCR** reserves the right to terminate the Payment Service at any time, or to terminate your use of the Payment Service.

### **No Warranties**

The **Seafarer Certification Application Portal** access is provided “as is” without any representations or warranties, express or implied. **LISCR** makes no representations or warranties in relation to this **Seafarer Certification Application Portal** or the information and materials provided in this **Seafarer Certification Application Portal**.

Without prejudice to the generality of the foregoing paragraph, **LISCR** does not warrant that:

- The **Seafarer Certification Application Portal** will be constantly available, or available at all; or
- The information on the **Seafarer Certification Application Portal** is complete, true, accurate, or non-misleading.

Nothing on the **Seafarer Certification Application Portal** constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal matter, you should consult an appropriate professional.

### **Limitations of liability**

**LISCR** will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, the **Seafarer Certification Application Portal**:

- To the extent that the **Seafarer Certification Application Portal** access is provided free-of-charge,

- for any direct loss;
- For any indirect, special or consequential loss; or
- For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if **LISCR** has been expressly advised of the potential loss.

### **Reasonableness**

By using the **Seafarer Certification Application Portal**, you agree that the exclusions and limitations of liability set out in the **Seafarer Certification Application Portal** disclaimer are reasonable. If you do not think they are reasonable, you must not use the **Seafarer Certification Application Portal**.

### **Other parties**

You accept that, **LISCR**, its officers, employees, agents, subsidiaries, and duly appointed special agents, wherever located, share in the Government of Liberia's full immunity from suit with respect to any act or omission or thing done by any of them in the exercise of or in the performance of any of their duties.

### **Indemnity**

You hereby indemnify **LISCR** and undertake to keep **LISCR** indemnified against any losses, damages, costs, liabilities, and expenses (including without limitation legal expenses and any amounts paid by **LISCR** to a third party in settlement of a claim or dispute on the advice of **LISCR**'s legal advisers) incurred or suffered by **LISCR** arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provisions of these terms and conditions.

### **Breaches of these term and conditions**

Without prejudice to **LISCR**'s other rights under these terms and conditions, if you breach these terms and conditions in any way, **LISCR** may take such action a **LISCR** deems appropriate to deal with the breach, including suspending your access to the **Seafarer Certification Application Portal** by suspending and/or revoking your license, prohibiting you from accessing the **Seafarer Certification Application Portal**, blocking computers using your IP address from accessing the **Seafarer Certification Application Portal** contacting your internet service provider to request that they block your access to the **Seafarer Certification Application Portal** and/or bringing court proceedings against you.

### **Variation**

**LISCR** may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of the **Seafarer Certification Application Portal** from the date of the publication of the revised terms and conditions of the **Seafarer Certification Application Portal**.

### **Assignment**

**LISCR** may transfer, sub-contract or otherwise deal with **LISCR**'s rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Entire Agreement**

These terms and conditions constitute the entire agreement between you and **LISCR** in relation to your use of the **Seafarer Certification Application Portal**, and supersede all previous agreements in respect of your use of the **Seafarer Certification Application Portal**.

## **Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with the Laws of the State of Virginia, United States of America, and any disputes relating to these terms and conditions will be subject to the courts in the Commonwealth of the State of Virginia.