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UNLESS OTHERWISE CLEARLY STATED, THE DATA SHOULD ONLY BE USED AS AN AID TO NAVIGATION AND IN NO WAY DOES IT REPLACE THE END USER’S NAVIGATING EXPERIENCE AND DILIGENCE. THE DATA IS DESIGNED TO FACILITATE THE USE OF OFFICIAL GOVERNMENT CHARTS, NOT TO REPLACE THEM. ONLY OFFICIAL GOVERNMENT CHARTS AND NOTICES TO MARINERS CONTAIN THE CURRENT INFORMATION NEEDED FOR SAFE NAVIGATION.

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You will indemnify and hold harmless Jeppesen from and against all claims and liabilities (including claims by third parties including but not limited to vessel owners, operators or managers and cargo owners or insurers), and costs and expenses (including attorneys' fees), incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, including Your employees but not employees of Jeppesen, or for loss of or damage to any property, including any vessel and cargo, arising out of Your use of the Data provided hereunder, whether or not arising in tort or occasioned by the negligence of Jeppesen, except to the extent of any obligation, liability, claim or remedy in tort due to the gross negligence or wilful misconduct of Jeppesen. Your obligations under this indemnity will survive the termination of this Agreement and any Subscription related hereto.

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You shall be responsible for Your compliance with any applicable export control restrictions, laws and regulations as may be modified from time to time, imposed by the governments of the U.S. and, if applicable, other countries. You shall not attempt to, or knowingly export or re-export any Data, Materials or Services covered under this Agreement to any country, or national thereof, prohibited from obtaining such Data, Materials or Services, either directly or indirectly. You shall, at Your sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct Your respective activities hereunder.

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Jeppesen will at all times be entitled to audit your compliance with this Agreement, and for this purpose You are obliged to grant Jeppesen access to vessels, premises, records and other things Jeppesen deems necessary for such audit.

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Jeppesen may assign and transfer all its rights and obligations under the Agreement to any third party.

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