



1. GENERAL TERMS AND CONDITIONS

- 1.1. Marina Cloud is a legal person that provides Services of receiving, processing and storing of digital data to the User via an IT platform.
- 1.2. A User is any natural or legal person using Marina Cloud Services upon completing the registration.
- 1.3. These General Terms and Conditions describe and determine the legal relationship between Marina Cloud and the Service User, regardless of the services provided by a third party.
- 1.4. The Services are provided to the User by Marina Cloud and companies (e.g. marinas and other) that are in any way associated with Marina Cloud and/or have a business cooperation agreement for the use and improvement of Services provided to the User, whereby Marina Cloud does not have any influence over the contents of data that the User can receive from third parties.
- 1.5. These General Terms and Conditions are published on the Marina Cloud website.
- 1.6. The Services cannot be used if the User is: (a) underage or (b) a person prohibited from receiving Services by applicable regulations of any country, including the country of residence of the User or the country from where the Services are being used.

2. ACCEPTANCE OF THE GENERAL TERMS AND CODITIONS

- 2.1. In order for the User to use the Services, they must accept the General Terms and Conditions. The General Terms and Conditions are accepted by pressing the 'accept' button if such a button or function is available or exists in the user interface of a particular Service.
- 2.2. The General Terms and Conditions are to be considered as accepted by the signature of the "Agreement on the provision of the data processing service"

3. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

- 3.1. Marina Cloud reserves the right to amend the contract terms and shall, in accordance with Article 1.5 of these General Terms and Conditions, make available to the User any and all amendments which enter into force no sooner than within 90 days.



- 3.2. The User accepts the amended General Terms and Conditions by continuing to use the Service after entry into force of the amendments to the General Terms and Conditions.

4. SERVICE PROVISION AND USE

- 4.1. The service is provisioned exclusively while the boat is located at its contract berth in its home marina equipped with IoT infrastructure. The use of the service on other locations and for other vessels is solemnly the responsibility of the User.
- 4.2. The User shall deliver via email to Marinacloud all changes related to the User's email address, telephone number, name and type of the contract boat, change of home marina and contract berth, for which a separate addendum shall be concluded.
- 4.3. If during the vessel's stay at its contract berth, smoke, increased temperature or water intrusion into the vessel are detected by processing the data received from the installed sensors, Marinacloud shall directly forward this information to the vessel's owner in written to the User's email address as stated in the Agreement, and via voice call and email to the marina with which the User has concluded a berthing contract for the contract berth.
- 4.4. The alert shall contain a description of the harmful event, the sensor's name, time of occurrence, name of vessel, the contract berth's designation and optionally additional information that may help in a quicker detection and removal of the hazard.
- 4.5. Marinacloud may also deliver this information via other communication channels, subject of the terms of the Agreement.
- 4.6. The Services may be used solely for personal and non-commercial purposes; reproduction, duplication, copying, selling, trading or reselling Services or parts thereof is strictly prohibited.
- 4.7. Marina Cloud shall endeavour to keep all the presented information accurate and up to date, Marina Cloud shall not be liable for possible delays due to unforeseen technical problems.
- 4.8. The User must periodically test and supervise the system in accordance with the provided instructions independently of Marina Cloud and Marina Cloud shall not be liable for the results.



5. ADVERTISING

- 5.1. The User acknowledges that Marina Cloud may, as part of the Service, set up or display advertising, promotional or other content, materials or products for promotional purposes.
- 5.2. In any case, Marina Cloud shall send promotional e-mails or newsletters solely if the User expressly agreed to receive such information and communication, for example, when registering for the use of Services.

6. DATA MONITORING BY THE MARINA

- 6.1. The User agrees that Marina Cloud shall, as part of the Service, submit data on the vessel status to the Marina in which the vessel is located at the time of data transmission. The data being submitted serves only informational purposes and the Marina in which the vessel is located receiving the data, is not obliged to act and in no way assumes responsibility for the reception of data and any action based on the received data.

7. DISCLAIMER OF LIABILITY

- 7.1. The use of the Service is the sole responsibility of the User. The Provider does not warrant that the use of Service shall be uninterrupted or free of errors and shall not be liable for any consequences arising from the use of the Service. This Statement of Liability refers to direct or indirect, material or non-material damage.
- 7.2. In any event, the Service User accepts that data collected based on the Service provided by Marina Cloud cannot be entirely sufficient for further action of the User and are delivered for informative purposes only. Any reliance on the received data shall be the exclusive responsibility of the Service User.

8. THIRD PARTY SUPPORT

- 8.1. Provision of the Service depends on, inter alia, the availability and coverage of wireless network providers, as well as the communication channel by the Internet-of-Things (IoT) network and sensors manufactured by third parties.
- 8.2. The provision of the Service shall be provided for a vessel located at a location equipped with IoT receivers, primarily while the vessel is at a stationary berth.



- 8.3. Marina Cloud d.o.o. shall not be liable for any damage or loss caused by third party malfunctions.
- 8.4. Marina Cloud shall be exempt from any liability for damage which may arise on mobile phones on which the application is installed, and the data stored on said devices. Also, Marina Cloud is exempt from any liability regarding the possible use of the Internet Store.
- 8.5. Marina Cloud shall not be liable for temporary unavailability of the application due to technical problems beyond the control of Marina Cloud.
- 8.6. The User shall assume responsibility for the system operation at locations outside of the location referred to in Article 8.2., as well as for the supervision of system functionalities.

9. COPYRIGHT PROTECTION

- 9.1. The application design copyright which is an integral part of the Service, as well as all other intellectual and/or property rights shall be the sole ownership of Marina Cloud and the User shall not acquire any rights whatsoever as a result of using the Service. It is strictly forbidden to use (in whole or in part), transfer (electronically or otherwise), modify, merge or use any part of the Service for public and commercial purposes without prior written consent of the Provider.
- 9.2. The company Marina Cloud d.o.o., its licensors, suppliers, shareholders and other affiliates retain all rights not expressly assigned to the User under these General Terms and Conditions.
- 9.3. It is forbidden to (a) give another user or third party the licence to use the Service or otherwise allow them to access the account or User Services; (b) use the Services in such a way that the User provides Services to other users or third parties; (c) in any way transfer, sublicense, establish a lien in or over the Marina Cloud license or another right arising from it, loan or rent Marina Cloud Services and/or license, or otherwise transfer the Marina Cloud license or any right arising from it to third parties.
- 9.4. It is forbidden to duplicate, modify, create derivative works or otherwise attempt to extract the source code of Marina Cloud Services or any part thereof.

10. REGISTRATION DATA AND USER ACCOUNT

- 10.1. When using the Services, the User may be required to provide information about themselves before proceeding with the use of Services ('Registration data').

10.2. The User agrees to provide accurate, up-to-date and complete registration data, and update their registration data when required in order to keep the data accurate, recent and complete.

11. PASSWORDS AND ACCOUNT SECURITY

11.1. The User is required to keep their account information safe and protected and to prevent unauthorized access to their account information and account by third parties.

11.2. The User must immediately inform Marina Cloud via e-mail of any unauthorised use of their registration or account information as well as any breach of security as soon as they become aware of it.

12. PERSONAL DATA PROTECTION

12.1. Marina Cloud shall undertake to protect the User's personal data. By activating the user account, the User agrees that their registration data, personal data and information will be used in accordance with the Marina Cloud Privacy Policy.

12.2. Marina Cloud does not require personal data to be submitted in order to use the Service, however, not providing the required registration information may prevent Marina Cloud from complying with the User's request for Service.

12.3. While Marina Cloud takes measures to protect the information being provided, Marina Cloud cannot guarantee their absolute security.

12.4. The application uses current device location.

13. FORCE MAJEURE

13.1. Marina Cloud shall not be liable for failure or delays in the fulfilment or of any of its obligations arising from this contract due to an event beyond reasonable control.

13.2. The fulfilment of obligations by Marina Cloud during events caused by force majeure is considered suspended and the time allocated for meeting the obligations shall be extended by the duration of the event caused by force majeure.

14. IMPLEMENTING PROVISIONS

14.1. Marina Cloud shall adhere solely to written conditions. All statements, claims or agreements made or concluded otherwise, either directly or indirectly, in writing

or verbatim, or through advertising, shall not be binding to Marina Cloud unless Marina Cloud explicitly acknowledges it in writing.

- 14.2. If any of the provisions of this contract is invalid (in whole or in part), in accordance with the decision of the court competent to decide on such a legal matter, that provision shall be removed from the contract without prejudice to the other provisions of the contract which shall remain in force.

15. APPLICABLE LAW

- 15.1. These General Terms and Conditions are written in accordance with the law of the Republic of Croatia. The law of the Republic of Croatia shall apply to the relationship between the Provider and the User regarding the use of the Service.
- 15.2. The User and Marina Cloud shall attempt to amicably resolve any disputes arising from these General Terms and Conditions. If a peaceful settlement of the dispute is not possible, all disputes arising from or with regard to these General Terms and Conditions shall be finally resolved by the competent court in Rijeka.
- 15.3. These General Terms and Conditions shall enter into force and are applicable from 1.4.2019.