



YACHTDATABANK END USER LICENCE AGREEMENT (EULA)

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY. This End User Licence Agreement ("EULA") governs your use of the application software, the associated upgrades, patches, and updates and related services (the "Services") currently provided or which will be provided by YachtDataBank Ltd., or any one of its subsidiaries or affiliated companies, (collectively referred to as "YACHTDATABANK").

This EULA sets out the basis on which YACHTDATABANK makes the Services available to you ("You") and on which you may use them. YACHTDATABANK's Privacy Policy (« Privacy Policy ») which can be found in the App and on the website (YachtDataBank.com) forms an integral part of this EULA. By installing or using the Services, you agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy at all time. If you do not agree with one of these, please do not install or use the Services.

This EULA shall coexist with, and shall not supersede, the YachtdataBank Terms & Conditions (T&Cs). To the extent that the provisions of this Agreement conflict with the provisions of the Terms of Use, the conflicting provisions in the T&Cs shall govern.

YACHTDATABANK reserves the right to change, modify, add or delete articles in this EULA at any time.

1. GRANT OF LICENCE.

1.1 YACHTDATABANK (or its licensors) grants you a non-exclusive, non-transferrable, non-sublicensed, non-commercial and personal licence to install and/or use the Services (in whole or in part) and any Services (the "Licence"), for such time until either you or YACHTDATABANK terminates this EULA. You must in no event use, nor allow others to use, the Services or this Licence for commercial purposes without obtaining a licence to do so from YACHTDATABANK. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use the Services on certain hardware. The services are licensed to you, not sold.

As applicable, certain parts of the Services may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply.

1.2 You shall not, directly or indirectly (i) sell, rent out, lease, licence, distribute, market, exploit the Services or any of its parts commercially, (ii) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of this Services (except if the Services enable you through a specific feature to create, generate or submit User Generated Content and for which you will need to create an Account and comply with T&CS), in whole or in part; (iii) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Services and (iv) export or re-export this Services or any copy of adaptation in violation of any applicable laws or regulations.



1.3 While using the Services, you agree to comply will all applicable laws, rules and regulations. You also agree to comply with certain rules of conduct that govern your use of the Services which are not meant to be exhaustive and can be modified at any time by YACHTDATABANK. In all cases, you may only use the Services according to anticipated use of the Services.

For example purposes, and without limiting YACHTDATABANK's rights to take action against you, you may not:

- a. create, use, share and/or publish by any means in relation to the Services any material (text, words, images, sounds, videos, etc.) which would breach of a duty of confidentiality, infringe any intellectual property right or an individual's right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);
- b. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Services, or their accessibility to other users, or the functioning of the partner networks of the Services, or attempt to do any of the above;
- c. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Services, and/or organise, participate in or be involved in any way in an attack on YACHTDATABANK's servers and/or the Services and/or those of its service providers and partners;
- d. create, supply or use alternative methods of using the Services, for example server emulators;
- e. transmit or communicate any material or content which, in the sole and exclusive discretion of YACHTDATABANK, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;
- f. harassing or threatening any other users in the Services;
- g. make inappropriate use of the help service or send untruthful reports to members of YACHTDATABANK's personnel;
- h. falsely claim to be an employee or representative of YACHTDATABANK or its partners and/or agents;
- i. falsely claim an endorsement in connection with the Services or with YACHTDATABANK.



2. OWNERSHIP.

All title, ownership rights and intellectual property rights in and to the Services (including, without limitation, all text, graphics, domain names and any other elements which are part of the Services, individually or in combination) and any and all copies thereof are owned by YACHTDATABANK or its licensors. The Services are protected by national and international laws, copyright treaties and conventions and other laws. The Services may contain certain licenced materials and, in that event, YACHTDATABANK's licensors may protect their rights in the event of any violation of this Agreement. Any reproduction or representation of these licenced materials in any way and for any reason is prohibited without YACHTDATABANK's prior permission and, if applicable, that of YACHTDATABANK's licensors and representatives. Except as expressly set forth in this EULA, all rights not granted hereunder to you are expressly reserved by YACHTDATABANK.

This Licence confers no title or ownership in the Services and should not be construed as a sale of any rights in the Services.

3. ACCESS TO THE SERVICES

3.1 If you are using the Services on a Compatible Mobile Terminal, this Section 3.1 is applicable to you and to your use of the Services:

For this EULA, "Compatible Mobile Terminal" designates any portable device capable of connecting to Internet to access the Services. The term Compatible Mobile Terminals covers in particular feature phones, smartphones, tablet computers, and personal digital assistants (PDAs).

a. Services Access. To use the Services on a Compatible Mobile Terminal, you must have access to an electronic communication network. The connection costs (including but not limited to mobile providers' and/or carriers' costs), shall be exclusively borne by you. You acknowledge that the quality of the Services, the response time or access to certain features may depend on the capacities of your Compatible Mobile Terminal and of the electronic communication network. YACHTDATABANK may in no case be held responsible for resulting reduced user performance experience. You acknowledge that the Services may not be available for use on all mobile devices or through all carriers or network service providers.

b. Collection of personal data. In order to provide you with a better user experience, adapted services and Services support, YACHTDATABANK may collect and store data about you in relation to your use of the Services, your connection information and/or your Compatible Mobile Terminal. Certain data is recorded, archived, analysed and used to create user statistics. Your privacy is very important to YACHTDATABANK and YACHTDATABANK will not reveal your personal data to third parties except when expressly authorised by you to do so or in special circumstances. YACHTDATABANK may be under a duty to disclose or share your personal data in order to comply with a legal obligations, or in order to protect YACHTDATABANK's rights and those of other users and third parties. In addition, YACHTDATABANK reserves the right to collect, store and use anonymous data about you. For further information concerning YACHTDATABANK's use of your personal data, please refer to the Privacy Policy.



c. Analytics Tools Technology. YACHTDATABANK uses third party analytics tools to collect information concerning your and other users' use of the Services. Standing alone, this information is not personal data; however, if YACHTDATABANK combines any of this information with personal data, YACHTDATABANK will treat this information as personal data pursuant to our Privacy Policy.

KEY POINTS

- Yacht data will be used for data analysis. This will be used to observe trends in flag, yacht size, damage to yachts or equipment to enable alerts to be circulated to other owners, product development and enhance yacht and crew safety.
- You have the right to be forgotten – see further in YachtDataBank Privacy Policy document – in accordance with GDPR standards and regulations.
- YachtDataBank is a platform for the aggregation of information and is not responsible for the accuracy of any information uploaded.
- Certain data fields and records, once uploaded cannot be deleted but corrections or updates can be made to these records. The purpose of this is to ensure transparency and accuracy of records, particularly in regards to impacting yacht safety and loss avoidance.
- Certain data fields may offer pre-populated options provided by third-party suppliers/ manufacturers. YachtDataBank accepts no liability for the veracity or the accuracy of such information.
- The accuracy of the personal information entered at the point of registration and thereafter is the sole responsibility of you / the Subscriber / user.
- By registering, Subscribers agree to comply with and adhere to the YachtDataBank Terms and Conditions, and EULA.
- During the process of populating data fields, you / the Subscriber / user agree you will employ your best endeavours to ensure the accuracy of said information.
- Personal information and data will not be shared with third-parties without prior permission (see personal information definition).
- Any information input regarding yacht data will remain on YachtDataBank records for the lifespan of the boat. Personal information and crew list will not.
- For the avoidance of doubt a YachtDataBank yacht data record does not constitute and may not be used as evidence or legal title or ownership of the referenced vessel / boat / yacht, or any associated equipment referred to therein.
- A Yacht owner may appoint a yacht manager (already registered on platform) to manage and administrate the yacht's data through assigning permission. On doing so the yacht owner authorises the assigned manager to act 'in loco' for the owner in all respects (i.e. full data access and rights) with the exception of the authority to transfer the yacht data record in full to a new owner.
- You / the Subscriber / user is responsible to ensure that any information input is correct.
- All recorded information and data, including personal details, is private and remains secure on the YachtDataBank servers, and protected by the platform security protocols. In future development of the platform the vessel information that is currently available to the public via AIS, MarineTraffic, Vesselfinder, and similar platforms may be made available as an In-App search facility for subscribers of YachtDataBank.



- In order to comply with GDPR, please ensure that any photographic uploads do not contain / include images of person(s), unless within official documents like Passports or ID Cards, or Crew profiles.
- Crew List - in recording personal crew information (name, D.O.B, Nationality, Sex, Passport detail, sailing qualifications), you are declaring that the person has given their permission for such information to be recorded by you.
- Alarms / reminders within the platform are set manually by the owner / assigned representative. YachtDataBank is not responsible for any consequences / loss arising from failure of functionality / incorrect date setting etc.
- Equipment & Maintenance & Spares - certain data fields may offer pre-populated options provided by third-party suppliers / manufacturer. YachtDataBank accepts no liability or veracity for the accuracy of such information.
- Yacht Log - this is information manually recorded by the owner, and YachtDataBank cannot be responsible for the accuracy of any data, nor the consequences of relying upon said data. This should be used as an aid to navigation and not the sole source of navigation information.
- Yacht Insurance Policy - storage of pdf copies of documents such as your insurance policy on the platform should not be relied upon as the only secure location for these documents. Separate copies should be stored outside the platform. YachtDataBank accepts no responsibility / liability for the loss of such documents.
- Yacht Insurance Policy - storage of pdf copies of documents such as such as your Yacht Registration, Bill of Sale, VAT Invoice, Builders' Certificate, Passports, etc. on the platform should not be relied upon as the only secure location for these documents. Separate copies should be stored outside the platform. YachtDataBank accepts no responsibility / liability for the loss of such documents.
- Yacht Surveys - storage of pdf copies of documents such as your Yacht Survey reports on the platform should not be relied upon as the only secure location for these documents. Separate copies should be stored outside the platform. YachtDataBank accepts no responsibility / liability for the loss of such documents.
- Port Arrival Form - this information will be an extract of the data recorded by the owner (manually input), as such YachtDataBank accepts no responsibility or liability for accuracy of such data, or any inconvenience arising from any errors.
- Incident Log - this will a record of information manually input and recorded by the owner, as such YachtDataBank accepts no responsibility or liability for accuracy of such data, or any inconvenience arising from any errors or loss of data.
- Subscriptions – YachtDataBank have the right to offer deals or increase subscription fees, this not affect the user's current plan. The subscriber will initially benefit from an introductory 3 (three) month free trial, thereafter subscription will automatically commence (monthly or annual options) and continue, or automatically renew at the anniversary date of subscription if applicable, unless cancelled 5 (five) working days before the next monthly billing date, or annual renewal date.