



YACHTDATABANK GENERAL TERMS & CONDITIONS

1. Definitions

Platform

This sets out the terms and general principles under which we provide our yacht information and services management tool ("the Service") to you. We sometimes refer to the YachtDataBank app as the "Platform" (as there is a lot happening behind the scenes). These terms form the agreement between us and you in respect of the Service, so please read them carefully.

Personal Data

Personal data in this regard shall mean any information relating to an individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

Processing

Processing shall mean any operation which is performed on personal data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Third-party Provider

Any products or services offered by a third-party ("Provider") by means of the Platform are referred to in these terms as "Provider Services". As you would expect, any Provider Services will be subject to terms and conditions effective between you and the relevant Provider. We are not party to any such terms and play no part in actually supplying the Provider Services to you.

2. Description of Service

YachtDataBank aims to enhance yacht ownership, day to day operations, management and safety by providing a platform to capture key data relating to individual yachts and their crews. Also providing yacht owners with introductions, links and benefits to quality services and suppliers. In parallel and underlying the development and operation of this platform the aim is to increase safety by establishing a new 'Build Quality Compliance Inspection and Audit' protocol as standard for yacht newbuildings, as well as 'Periodic' and 'Incident' Surveys and Inspections, that will help to prevent critical structure failure, and thereby reduce preventable injury and loss of life. The intention is that these certifications and records of surveys will be securely recorded and stored in YachtDataBank's database, bonded to that yacht's data profile, and will remain accessible to each owner throughout the span of the yacht's life.



3. Access and Use of the Platform

Access to the platform requires registration and, after a trial period, a subscription fee. We license use of the Site to you for your personal use or, if applicable for use in your business' internal operations and not for resale, lease, rental, license, service bureau or other similar purposes.

At various points we will be updating the Platform as development continues. The Platform is currently available in MVP version in Web App format only, the requirements for running this platform may change, and you will need to download the updates if you want to keep using the Platform.

4. Modifications to Service

Features of the YachtDataBank Service may be modified/deleted and may be temporarily or permanently suspended at any time, with or without notice. YachtDataBank will not be liable for any modification, suspension, or discontinuance of the YachtDataBank Service.

If you are using the Platform outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the Platform, or other third-party charges. In using the Platform, you are accepting responsibility for any such charges. If you are not the bill payer for the device on which you are using the Platform, please be aware that we assume that you have received permission from the bill payer for using the Platform.

5. Restrictions on use of the Service / Conduct

Full functionality of our Service is (currently) available to consumers located in the UK & Europe only.

You agree that you will be liable to us for any damage, loss, claim, demand, liability or expense (including reasonable legal fees) that we may suffer or incur arising out of or in connection with your conduct on the Platform or the Service and/or your breach of these terms.

You agree to not re-sell, white-label or otherwise use the Platform or the Service or any part of it for any commercial purpose, without prior permission being granted by YachtDataBank Ltd granting to you and/or your company in the form of a written permission or commercial agreement signed and authorised by the Chief Executive of YachtDataBank Ltd.

You agree to not copy, frame or mirror any part of our service.

You agree to not access the Services to monitor its availability, performance or functionality. You agree to not use, copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software underlying the Services or any part thereof, unless expressly permitted or required by law, and in any case, without providing prior written notice to YachtDataBank.

You agree to not attempt to disrupt, degrade, impair or violate the integrity or security of the Services or the computers, servers, accounts or networks of any other party (including, without limitation, "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security.

You agree to not violate any applicable law, statute, ordinance or regulation, or encouraging any conduct that could constitute a criminal offence or give rise to commercial or civil liability.



6. Provision of the YachtDataBank service

We cannot guarantee that the Service will be available at all times.

As required by law, we will provide the Service with reasonable skill and care, and in accordance with any information provided by us about the Service and about us.

In certain circumstances, for example where we encounter a technical problem, we may need to suspend or otherwise interrupt the Service to resolve the issue. Unless the issue is an emergency that requires immediate action, we will do all we reasonably can to inform you in advance by means of the Platform or by email before suspending or interrupting the Service. The platform is intended to be used as a supplementary yacht management tool, and should not be relied upon as the sole record of important information relating to your yacht.

7. Information you give us by means of the platform

It is very important that all information you provide to us by means of the Platform is complete and accurate to the best of your knowledge. The accuracy and comprehensive log of data assists towards increasing safety for present (and future) yacht owners and their crew. By providing information on the Platform, you grant us the right to use that information for the purposes of providing you with the Service. This includes for the purposes of analysis, research, developing and improving the Service and the Platform (any such use of the information you give us will be as part of an anonymised, aggregated set of data which does not identify you personally). Except for the purposes of providing the Service, we will not make use of your information, nor permit anyone else to make use of it. You promise to us that you have all rights necessary to grant us these rights.

You must get permission from any other person whose information you intend to provide on the Platform before you provide it. In submitting any other person's details, you are confirming to us that you have their permission to do so and that they understand how their details will be used.

Any personal data that you provide via the Platform will be held and used by us in accordance with our Privacy Policy.

If you request a Provider Service through our Platform, you will also be subject to the Provider's privacy policy (which will be different from ours) and you should read it carefully.

YachtDataBank has access to any information that you enter into the site /app.

You understand that you, and not YachtDataBank, are entirely responsible for all data that you input/ upload. YachtDataBank does not proactively and routinely screen or monitor the data uploaded. YachtDataBank may, in its sole discretion, screen, monitor, refuse or remove any data, or remove any data that violates the Terms, or is otherwise objectionable.



8. Providers and Provider Services

Information regarding Providers and Provider Services is obtained from the Provider itself. We do not ourselves produce any such information. We present it to you by means of the Platform for general information only. We recommend you do your normal pre-purchase research and due diligence.

We do not guarantee the services or products of any such Provider or Provider Service. We will not be liable to you for any failure or delay in any provision of any Provider Service. Any links provided via the platform to Provider websites and services are provided only as a convenience. Using these links, may take you outside the YachtDataBank platform. YachtDataBank does not control nor endorse any such provider websites. You agree that YachtDataBank, will not be responsible or liable for any content, goods or services provided by such provider websites or for your use or inability to use such provider websites. You will use such links at your own risk.

Your interactions with organisations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organisations and/or individuals.

You are advised that other websites on the Internet, including Provider websites linked from the platform, may contain material or information: that some people may find offensive or inappropriate; that is inaccurate, untrue, misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. YachtDataBank expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any Provider website.

9. Terminating the Service

You will be entitled to terminate and cancel your account at any time by emailing cancel@yachtdatabank.com. Your personal information will then be deleted / erased from our systems in accordance with the latest data protection regulation.

You agree that YachtDataBank may terminate or suspend your access to all or part of the Service, with or without notice, at our reasonable discretion (e.g. in the event that we have a reasonable suspicion that you have breached these terms).

YachtDataBank reserves the right to modify or discontinue the Service (or any part thereof) with or without notice. Following the termination or cancellation of your subscription to the Service and/or your account, we reserve the right to delete all your data in the normal course of operations.

10. Our rights in the service and the platform

The Platform and the Services are protected by intellectual property rights including copyright, database rights and trademarks.

All rights in the Platform and the Services are reserved by YachtDataBank Ltd.

You may not copy, reproduce, distribute or create derivative works from the Platform or the Service.

"YachtDataBank" and the YachtDataBank logo(s) are trademarks of YachtDataBank Ltd. and no licence or rights to use them are granted under these terms.



11. Our Responsibility for Loss or Damage suffered by you if you are a consumer

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our obligations under these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to these terms, both we and you knew it might happen. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence, whilst acting on our behalf, of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Service; and for defective products under the Consumer Protection Act 1987. We exclude all liability for any inaccurate or misleading information contained in the Platform in respect of any Provider Service. You acknowledge this is reasonable, as we are passing on information for which the ultimate source is the Provider. If we are legally liable for damage caused to a device or digital content by the Platform being defective and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation for the damaged item. Such compensation shall be limited to the repair cost of the damage or replacement of the damaged item, but such compensation shall in no event exceed the sum of £500 (Five Hundred Pounds Sterling). However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12. Our responsibility for Loss or Damage suffered by you if you are a business

YachtDataBank platform and services are designed and intended for use by individual Yacht owners, but recognise the value that Yacht Managers and Yacht Charter companies may derive from the platform and services, and therefore do not exclude them from registering and subscribing as users. As such our responsibility to you for loss or damage shall be the same as though you are an individual private consumer, with the exception of rights under the Consumer Protection Act 1987. As such all and any responsibility and liability arising therefrom shall exclude absolutely any claim for business interruption, loss of revenue or any reputational damage.



13. Other

No other party shall have any rights under these terms, which are effective only between you and YachtDataBank. No other party shall have any rights to enforce any of these terms.

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. Even if we delay in enforcing these terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. We may change these terms at any time by notifying you of a change (by email or when you next log onto the Site). You may be required to read and accept such new terms in order to continue your use of the Site or Services.

As a neutral facilitator, YachtDataBank is not directly involved in the actual interactions with providers of the Services. As a result, YachtDataBank has no control over the truth, accuracy, quality, or legality of input data, uploads, or messages from providers of the Services. YachtDataBank shall have no responsibility to confirm the identity of providers, and shall also have no responsibility to verify the qualifications, background, or abilities of providers of the Services. You shall at all time exercise common sense and good judgment when dealing with any providers of the Services.

These terms are governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

If a court finds part of these terms unenforceable under law, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Keep your password to the platform secret and do not allow or permit any third party to access your data on the platform using your password, other your appointed representative(s), yacht manager, your insurer, or an approved and contracted surveyor, and then preferably only through the 'Permissions' function within the App when it is implemented.

Your data (including yacht details, safety equipment, owner/skipper personal information and crew personal information) may be shared with emergency services in the event of you or your yacht experiencing loss, damage, injury, loss of contact in severe weather, overdue arrival, MAYDAY broadcast, EPIRB(s) or Personal Locator Beacon(s) transmitting, etc.. These emergency services may include MRCC, Coast Guard, MCA, Rescue Services, Police, Medical Emergency Services, Insurers' representatives, or local equivalents.

We will endeavour to acknowledge and respond to any enquiry or complaint you send to us at info@yachtdatabank.com within ten working days of receipt.



14. Payment

If you provide your payment information, you authorise us and certain third party service providers, payment card networks and payment processors to receive, store and encrypt your payment information.

No refunds or credits will be provided by YachtDataBank, other than as set forth in these Terms.

All subscription fees are payable in advance.

YachtDataBank reserves the right to increase subscription fees, any associated taxes, or to institute new fees at any time upon reasonable advance notice.

Subscription fees will be billed automatically at the start of the monthly or annual period, as applicable. These fees will auto-renew until your subscription is terminated. Your membership fee will be the same as your initial charges unless you are otherwise notified in advance. You may cancel your subscription at any time.

Your subscription may start with a free trial. The free trial period for any subscription will last for the period of time specified when you signed up. Free trials may not be combined with certain other offers, as specified. If you begin your subscription with a free trial, we will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your subscription unless you cancel your subscription prior to the end of the free trial period. No charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You may cancel your subscription at any time by going to your account settings.