

## TERMS OF USE OF THE SITE

### 1 GENERAL

#### The Site

- 1.1 These general terms and conditions (the **Terms of Use**) apply to the usage of a technology platform located at [www.yachtwisely.com](http://www.yachtwisely.com) (the **Site**) and all subdomains of the Site. The Site is owned and operated by OÜ SailSafe (registry code 16812467, address at F. R. Kreutzwaldi tn 24 // Tartu mnt 43, 10128 Tallinn, Estonia) (**SailSafe** or the **administrator**).
- 1.2 SailSafe provides an information society service through the Site. The Site is a technology platform, being a point of contact, where users (the User) can find information about services related to the insurance and management of various types of watercrafts (the **Services**). The Services are offered by independent service providers (the **Service Providers**) who have signed a partner agreement with SailSafe. Service Providers promote their activities through the Site independently, allowing Users to request and receive offers and the Services.
- 1.3 By using the Site, the User is deemed to have accepted these Terms of Use and been informed about the processing of their personal data disclosed during the use of the Site on the conditions set out in these Terms of Use.
- 1.4 SailSafe may revise the Terms of Use at any time by amending this page and will endeavour to notify of any major changes by posting a message on the Site at least 14 days before the changes take effect. It is the User's responsibility to read these Terms of Use and to familiarise themselves with the newest version of the Terms of Use before entering any data into or requesting offers for the Services through the Site. The present Terms of Use are valid only if they are available on the Site [www.yachtwisely.com](http://www.yachtwisely.com). These Terms of Use can be downloaded (also in PDF form) and saved by the User on their device or printed out.
- 1.5 Should any provision of these Terms of Use be found to be unenforceable, this shall not affect the validity of any other provision.
- 1.6 If the User does not agree with the Terms of Use or their changes, they are not entitled to use the Site for any purpose whatsoever and undertake to immediately stop using the Site.
- 1.7 **Point of contact:** For notices, questions, enquiries or complaints about the Site or someone else's use of the Site or these Terms of Use the User can contact the administrator at the following email address [info@yachtwisely.com](mailto:info@yachtwisely.com) or by phone +37253056900 or via chat function available on the Site.
- 1.8 To notify SailSafe of the presence on any allegedly illegal content on the Site, the User can contact the administrator at the following email address [info@yachtwisely.com](mailto:info@yachtwisely.com) or use the chat function available on the Site to inform the administrator of the exact electronic location of the illegal content, or information enabling the identification of the illegal content, as well as the User's explanation of the reasons why they allege the information in question to be illegal content. When submitting the notice, the User shall confirm their bona fide belief that the information and allegations contained therein are accurate and complete.

#### Services that can be requested through the Site

- 1.9 Service Providers provide information about their Services at the Site, including but not limited to information on terms and conditions, incl. applicable fees and prices and indicating the basis for calculating the fee, if required by applicable law, exclusions, etc., contact information and availability of the support services/chat function, etc.
- 1.10 These Terms of Use do not regulate the conclusion and performance of the contracts for the Services introduced by the Service Providers through the Site (the **Service Contract**).
- 1.11 When requesting the Services, the User is subject to the terms and conditions of the respective Service Providers. The terms and conditions, which govern the offers, contract conclusion and performance of the Services are available at the Site next to the option to request an offer for the respective Service. The User must familiarise itself with the respective terms and conditions before selecting any specific Service offer

displayed on the Site.

- 1.12 **SailSafe is not an insurance intermediary, insurer or financial service provider nor a distributor of insurance services.** The offers from Service Providers are displayed on the Site without SailSafe modifying, ranking or advising on them.
- 1.13 As administrator of the Site, SailSafe provides solely information society service and does not mediate the conclusion of the Service Contracts with the respective Service Providers. SailSafe is not a party to the Service Contract.

## **2 AVAILABILITY AND FUNCTIONALITY OF THE SITE**

- 2.1 The Site operates in the territory of the Service Providers, however SailSafe may restrict the use of the Site in some country or region, including, for example, in a country or region with a higher risk of money laundering or terrorism or against which international sanctions or other similar measures have been imposed.
- 2.2 The Site is available in English language.
- 2.3 The Site is made available to the User on an “as is” and “as available” basis, meaning that SailSafe does not make any further promises and undertakes no obligation to modify or further develop the Site, and SailSafe makes no representations or warranties regarding the suitability, reliability, availability, timeliness, security or accuracy of the Site. SailSafe may change or remove different parts of the Site or change the Site, its features and the selection of Service Providers in part or in whole at any time without prior notice.
- 2.4 SailSafe will endeavour to ensure that the Site is accessible 24 hours a day but does not guarantee that access to or use of the Site or any pages linked to it will be uninterrupted or error free.
- 2.5 The information contained on the Site is provided for information purposes only. The information displayed on the Site about the Services comes from the Service Providers, and the Service Provider is responsible for the accuracy and timeliness of the information provided about the Service and for providing legally required information. SailSafe as the administrator of the Site makes no warranty or guarantee as to the accuracy of any information on the Site. If the User has any questions, enquiries or complaints regarding the Services and information related to them, then they can contact the relevant Service Provider (the contact details of the Service Providers are available on the Site). Although SailSafe is not responsible for the content or information provided by third parties (including Service Providers), SailSafe has nevertheless the right to remove from the Site any allegedly illegal content after the receipt of a notice regarding the existence thereof on the Site.
- 2.6 The Site may include links to third-party (e.g. the Service Providers) websites. SailSafe has no control over such websites and is not responsible for the accuracy, reliability or data security thereof and accepts no responsibility for them or for any loss or damage that may arise from their use. It is the responsibility of the User to familiarise themselves and to agree with the terms and conditions of such third-party websites before using them.
- 2.7 SailSafe will have the right to suspend access to or withdraw or restrict access to some parts this Site temporarily or permanently and without notice at any time.

## **3 USE OF THE SITE**

- 3.1 SailSafe grants the User a non-exclusive, non-assignable, limited license to use the functionality of the Site. The Site may be used to the extent and for the purposes for which it was created. Any intellectual property rights in and related to the Site (incl. any software, source code, design, database, specifications, domains, trademarks, trade names) belong and remain to SailSafe (and its contractors).
- 3.2 The Site allows the User to initiate the transfer of data on the User and their service object (i.e. the watercraft) as requested by the Service Providers for the purpose of offering their Services to the User. The page displays service offers based on the data entered by the User, and the User can select the Service Provider's offer of their choice from among them. The Service Contract is concluded directly between the User and the respective Service Provider.
- 3.3 The use of the Site is free of charge for the User. However, fees may apply to the Services that can be requested from the Service Providers through the Site. Even if the Site provides an opportunity for the User to directly pay for the Service selected by the User, the respective settlement will take place directly between

the User and the respective Service Provider, i.e. the Site operates as a technical facilitator of the payments without holding any funds paid by the User.

- 3.4 The use of the Site requires an internet connection with sufficient download and upload speed. The latest versions of the modern browsers are recommended.
- 3.5 The User is responsible for making all arrangements necessary for having access to the Site. The User is also responsible for ensuring that all persons who use the Site on behalf of the User or access the Site through their internet connection are aware of these Terms of Use, and that they comply with them.
- 3.6 The User is responsible for any activities performed on the Site by them or on their behalf or by a person who accesses the Site through the User's internet connection, including for:
  - 3.6.1 using the Site only for its intended purpose and in compliance with the provisions of these Terms of Use and any other policies that are on the Site and/or which apply to the use of particular parts of the Site and/or Services that are provided through the Site, and all applicable laws and regulations;
  - 3.6.2 the accuracy and completeness of the data uploaded to, transmitted via, or otherwise processed by using the Site;
  - 3.6.3 damages caused by the use of the Site either to SailSafe, the Service Providers, other users of the Site or any other third parties;
  - 3.6.4 for any other activities performed on and through the Site.
- 3.7 The User may link to the home page of the Site, provided that it is done in a fair and legal way, and it does not damage or take advantage of the reputation of SailSafe or the Service Providers. The User may not establish a link in such a way that would suggest any form of association, approval or endorsement on SailSafe's part. The Site may not be framed on any other site, and no link may be created to any part of the Site other than the home page.
- 3.8 Except to the extent expressly set out in these Terms of Use or explicitly permitted by applicable laws, the User is not permitted to:
  - 3.8.1 use the Site for purposes other than the one as specified in these Terms of Use or commercially exploit the Site, other than as expressly permitted under these Terms of Use;
  - 3.8.2 make any copies of any part of the Site, other than for their own personal purposes and provided that the paper or digital copies of any materials printed off or downloaded in any way are not modified, and any illustrations, photographs, or any graphics are not used separately from any accompanying text;
  - 3.8.3 modify, copy, enhance, improve, alter, reverse engineer, decompile, disassemble, deconstruct, translate or decrypt the Site or any part thereof, incl. remove, alter, or modify any proprietary rights' notices included on or associated with the Site;
  - 3.8.4 make any representation or act in any way that may be taken to indicate that the User has any right, title or interest in the Site;
  - 3.8.5 use the Site in a manner that interferes with or damages the Site (including the software underlying the Site or the servers that administer the respective system) or corrupts or destroys the data contained therein, incl. the User must not abuse the Site by knowingly introducing viruses, worms, trojans, worms or using of "robots", "spiders", "scrapers" other malware or material which is malicious or technologically harmful or attack the Site via a denial-of-service attack or a distributed denial-of service attack;
  - 3.8.6 use the Site in connection with any illegal, fraudulent, or harmful purpose or activity;
  - 3.8.7 use the Site in any other way that may result in damage to the Site, SailSafe, Service Providers, or other users using the Site.
- 3.9 If the User abuses the Site or its activities otherwise endanger the security, stability, reliability or preservation and protection of the Site or the data and other information contained therein, or if the User's activities are otherwise in conflict with these Terms of Use, then SailSafe has the right to suspend the use of the Site by the User.

#### **4 USER'S DATA. BACKUPS. RIGHT TO USE THE DATA. PERSONAL DATA**

- 4.1 The User acknowledges and agrees that:
  - 4.1.1 it is solely and fully liable for their data uploaded to, stored on, transmitted via, or otherwise processed by using the Site, incl. for recording and maintain data related to its activities on or through the Site (incl. in the chat function) in order ensure that they have the relevant data and to comply with any requirements (e.g. tax, accounting, etc.) of the jurisdiction applicable to it;

- 4.1.2 SailSafe is not obliged to check the accuracy of and, except as otherwise stated in this Terms of Use (incl. the Site's privacy notice), bears no liability related to the User's data uploaded to, stored on, transmitted via, or otherwise processed by using the Site. If a third party makes any claims against SailSafe in connection with the data uploaded to, stored on, transmitted via, or otherwise processed by using the Site by the User, the User undertakes to do everything in its power to protect SailSafe from such claims and related liability, and also undertakes to indemnify SailSafe any damages incurred in this regard. Regardless of the above, SailSafe is entitled to remove from the Site any allegedly illegal content after the receipt of a notice regarding the existence of such content on the Site.
- 4.2 SailSafe transfers the data uploaded to, transmitted via, or otherwise generated or processed in relation to the User's its activities on or through the Site to the Service Providers, whereas SailSafe itself does not modify such data (except for anonymizing the data in accordance with Section 4.4 of these Terms of Use).
- 4.3 SailSafe makes daily (i.e., generally once per each 24-hours period) back-up copies of the data which is uploaded to or stored on the Site. Such back-up copies are kept for 7 (seven) consequent days on virtual cloud server on AWS (Amazon Web Services).
- 4.4 To optimise and further develop the Site, SailSafe is entitled irreversibly anonymize the User's data as uploaded to, stored on, or transmitted via the Site, as well as User activity data, and store, analyse, aggregate, and otherwise utilise any such anonymized data. This right is granted without limitations on the extent of utilization or the retention period of anonymized data. For the avoidance of doubt, SailSafe may disclose anonymized data, provided that the disclosure of the data does not cause any damage to the User.
- 4.5 The use of the User's personal data and the User's rights related thereto are explained in more detail in the privacy notice, which forms a part of these Terms of Use, where applicable. The privacy notice only applies to data processing described in that privacy notice. Separate data processing terms and conditions of the respective Service Provider apply to the conclusion of Service Contracts with Service Providers and the use of the Services.

## **5 SUPPORT SERVICES**

- 5.1 SailSafe provides the User support services, as consulting regarding any operational or other questions related to the use of the Site. To use the support services, as well as in case of errors or other technical problems encountered while using the Site, the User can contact the administrator via chat function available on the Site or write to [info@yachtwisely.com](mailto:info@yachtwisely.com). The live chat support is available from 9 AM to 5 PM EE time.
- 5.2 SailSafe will endeavour to answer all the received questions within a reasonable time and will make every effort to diagnose and remove any error or problem and facilitate successful usage of the Site as soon as possible but does not guarantee that the questions will be answered, or the error or problem will be rectified within a certain time.
- 5.3 Requests from Users related to the rights arising from personal data will be processed in accordance with the conditions set out in the Site's privacy notice.

## **6 LIMITATION OF LIABILITY**

- 6.1 SailSafe and the User are responsible for the violation of these Terms of Use to the extent as provided for in these Terms of Use and the applicable law.
- 6.2 SailSafe is not responsible for and is not liable for any loss or damage resulting from:
- 6.2.1 unavailability of the Site for any time or for any period;
  - 6.2.2 the Site not working or working inadequately in some web browsers;
  - 6.2.3 any failures and delays in updating servers or content;
  - 6.2.4 errors, damage or unsuitable settings for the Site on the User's device;
  - 6.2.5 any failures and deficiencies in third party systems that affect the operation and availability of the Site;
  - 6.2.6 changes in legislation and its implications for the User and the reflection of such changes on the Site;
  - 6.2.7 force majeure circumstances;
  - 6.2.8 any other circumstances beyond SailSafe's reasonable control.
- 6.3 SailSafe is not responsible for the conclusion and proper performance of the Service Contracts and is not liable for any loss or damage resulting from the conclusion, breach or termination of the Service Contract, or

from misunderstandings or disputes between the User and the respective Service Provider.

- 6.4 SaiSafe is not liable for any infringements committed through the Site.
- 6.5 SailSafe is under no circumstances liable for any indirect, special, consequential or incidental loss or damages or for lost profits, opportunities, or revenues or for loss of business, data, or goodwill, howsoever, arising out of or in connection with the use of the Site.
- 6.6 In the event of any liability, total liability of SailSafe as the administrator of the Site arising out of or in connection with these Terms of Use, is limited to EUR 500.
- 6.7 The above limitations apply to the maximum extent permitted by applicable law.

## **7 GOVERNING LAW AND JURISDICTION. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

- 7.1 These Terms of Use and the use of the Site shall be governed by the laws of the Republic of Estonia. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the jurisdiction in which the User has his/her habitual residence as a consumer, remain unaffected.
- 7.2 All disputes arising from the enforcement of these Terms of Use shall be resolved by negotiation or, if negotiations fail, in accordance with the procedure established by laws of the Republic of Estonia. If the User is a merchant, the place of jurisdiction is Tallinn, Estonia, however, SailSafe is also entitled to sue the User at the court of their place of residence. If the User is a consumer, then they have the right to file a claim with the competent court of their country of residence.
- 7.3 User who is a consumer residing in the European Union may also file a complaint using the Online Dispute Resolution tool available at <http://ec.europa.eu/odr> or submit a request for dispute resolution to the consumer disputes authority of their country of residence or another authority responsible for out-of-court dispute resolution (for example the Consumer Complaints Committee of the Consumer Protection and Technical Regulatory Authority, at [www.ttja.ee](http://www.ttja.ee)).
- 7.4 SailSafe may sub-contract the performance of any of its obligations or may assign these Terms of Use or any of its rights or obligations to third parties without giving prior notice. The User may assign any of its rights or obligations arising from these Terms of Use only upon SailSafe's consent.