



BoatSecure App

Terms and Conditions

Acceptance of Terms

The BoatSecure boat monitoring application (including any updates, new versions or new releases), data feeds and alerts (collectively, the **BoatSecure App**) is conditioned, operated and administered by Boat Secure Limited (**we, us or our**). We also provide services to be used in conjunction with the BoatSecure App (**Services**).

These terms and conditions (**Terms**) apply to your use, and provision of, the BoatSecure App and our Services. Where we refer to **you, your or User** in these Terms, we mean any individual that is registered to use the BoatSecure App. Reference to a **device** means any Computer, Laptop, Tablet, Apple iOS or Android device that you use to access the BoatSecure App, or other internet connected device.

By downloading and/or using the BoatSecure App, you agree that you (and you will ensure that anyone else using the BoatSecure App on your device) will comply with these Terms, our Website Terms and our Privacy Policy located on our Website [add link].

If we change these Terms we will notify you of those changes on the BoatSecure App. If you continue to use the BoatSecure App after we have notified you, you will be deemed to have accepted any change to these Terms. If you do not accept any changes to these Terms, please uninstall and stop using the BoatSecure App.

Availability and Use of the BoatSecure App

The BoatSecure App and our Services are only available to BoatSecure customers who are registered as Users and have paid the relevant subscription fee. Anyone who is not a User is not entitled to the Services or to use or access the BoatSecure App. By registering, you represent that you are able to form a legally binding contract. You also represent that the information you provide in the BoatSecure App registration process for use of the BoatSecure App is true and complete, and that you agree to update such information when it changes.

You are required to pay such annual fee that we notify you of in order to access our service. If you do not pay this fee or your payment is not received we may suspend, withdraw or cancel service to you. This can include deletion of data related to your account.

You are solely responsible for safeguarding and maintaining the confidentiality of your account information, including your username and password, and are responsible for all activities that occur under your account, whether or not you

have authorised such activities. We may block access to password protected areas of the BoatSecure App without prior notice if we believe that any unauthorised access to your personal information has occurred or is likely to occur.

We may suspend, modify or withdraw our Services and /or the operation of the BoatSecure App, and any functionality at any time, at our sole discretion and for any reason, including if any threat is posed to any system or part of any system, or for the purposes of carrying out routine periodic maintenance and administration work. Where reasonably possible, we will give you advance notice of any such addition, modification or suspension.

The BoatSecure App stores and processes personal data and your boat's information so that you have accurate information of your boat at all times. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. If you do so the BoatSecure App may not work properly, or at all.

You may authorise additional users to access data from your boat. These users may be:

1/ People you authorise to have a login to the BoatSecure App and receive data from your boat. You are required to give us authority to share your data with other App users that you specify.

2/ Service providers using our Fleet Manager dashboard that you authorise to monitor data from your boat. You are required to give us authority to share your data with a Fleet Manager service provider, including their staff, employees or authorised agents. .

By providing us with such authority you agree that we may share data with such additional users that you have specified. All additional users are also bound by these Terms and are required to agree with the Terms. You may revoke such authorisation at any time.

If you have any contract or service agreement with any other user of our App or Fleet Manager service provider, we have no obligation to you in the delivery of any related services.

Description of Services and Charges

A description of our Services, User Subscription Fee and Payment Terms can be found here on our Website [\[add link\]](#), and are incorporated by reference into these Terms. If you fail to pay our User Subscription Fee in accordance with our Payment Terms, we may block or restrict your access to the BoatSecure App and our Services.

The operation of our Service relies on receiving signals from a BoatSecure monitoring device installed on your boat (**BoatSecure Monitoring Device**). Your BoatSecure Monitoring Device has been sold to you and installed by a third party (acting as reseller and not as our agent). You should refer to the User guide and warranty provided with your BoatSecure Monitoring Device (**Monitoring Device User Manual**) for a description of your rights as a purchaser and user of the BoatSecure Monitoring Device.

You will need an internet connection to download and continue to use the BoatSecure App. You are responsible for arranging this connection and for all associated charges from your internet or mobile network provider(s).

BoatSecure has no responsibility or obligation if the required internet connection fails or is unavailable at your location.

Upgrades and Maintenance

We are committed to ensuring that our Services and the BoatSecure App is as useful and efficient as possible. For that reason, we reserve the right to make changes to our Services and the BoatSecure App at any time and for any reason. To improve and maintain the BoatSecure App, from time to time, we may request that you install updates and upgrades. Unless we specify otherwise, these Terms, and the licence granted under these Terms, will apply to any updates and upgrades to the BoatSecure App or our Services.

The BoatSecure App is currently available for use on Computer, Laptop or Tablet web browsers, Android and Apple iOS devices. The system requirements for these systems may change over time, and at that time, you may need to update to the latest version of that operating system. We do not promise to always update the BoatSecure App to the iOS/Android version that you have installed on your device. If your system configuration is unable to operate the BoatSecure app we may not be able to assist you.

Licence for Use

We grant you a limited, non-transferable licence to use the BoatSecure App on a device that you own or control, subject to these Terms. If your device is an iOS device then Usage Rules will also apply as set out in the App Store Terms of Service. You are responsible for the use of the BoatSecure App on your device, including any use by another person.

Intellectual Property

All intellectual property rights in and to the BoatSecure App and our Services, including copyright, belong to us and/or our licensors. Except as expressly set out in these Terms, you do not have any intellectual property rights in or to the BoatSecure App or our Services, or in any improvements or variations that may be made to any BoatSecure App or our Services.

Nothing contained in these Terms or otherwise contained within our Website, or any BoatSecure App, should be construed as granting, by implication or otherwise, any right to use any trademark appearing within the BoatSecure App or without our written permission or such other applicable party. The information, images, achievements, screens, web pages, logos, icons, videos, screen displays, brands and the general content of the BoatSecure App are the property of us or our licensors, who hold copyright in it. The information may not be copied or reused (other than as expressly intended by the BoatSecure App) without our prior written consent. In no circumstances should the BoatSecure brand or the BoatSecure logo be used without our prior written consent.

We, and not your operating system provider, are responsible for the content of the BoatSecure App. If your use of the BoatSecure App is challenged as a result of a claim relating to an infringement of third party intellectual property rights, you must immediately notify us and allow us to defend and settle any such claim on your behalf. We may, at our sole discretion, modify or replace the BoatSecure App to the extent necessary to avoid or minimise this challenge. You acknowledge that your operating system provider will not be responsible for any such claim.

Restrictions on Use

Except as may be expressly permitted by these Terms, you must not, directly or indirectly: (a) violate any law, statute, ordinance, or regulation; (b) provide false, inaccurate or misleading information; (c) use the BoatSecure App in any jurisdiction outside of New Zealand; (d) modify, reverse engineer, decompile, disassemble, attempt to derive the source code of, modify, re-post to other websites, frame, deep link to, change, create derivative works based upon the BoatSecure App or any software or programming related to it; (e) use any device, software, methodology, or routine to interfere with the proper working of the BoatSecure App or servers or networks connected to the BoatSecure App; (f) access data of which you are not an intended recipient or log into a server or account on a network related to the BoatSecure App that you are not expressly authorised to access; (g) harvest or collect information about other Users; (h) engage in any activity that interferes with any third party's ability to use or enjoy the BoatSecure App; (i) use the BoatSecure App for any commercial or competitive advantage; any illegal, defamatory or objectionable purpose; or any purpose which brings or could bring our reputation into disrepute; (j) distribute, licence, sub-licence or transfer in any form the BoatSecure App, or (k) circumvent any of our policies or determinations about your account such as temporary or indefinite suspensions or other account limitations or restrictions, including by attempting to create new or additional User accounts when an account has been restricted, terminated, suspended or otherwise limited.

Use of the BoatSecure App is subject to existing laws and legal process, and nothing contained in these Terms shall limit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the BoatSecure App or information provided to or gathered by us with respect to such use.

Limitations of our Services

You acknowledge and agree that, while our monitoring and notification Services are highly advanced, they cannot offer guaranteed protection against burglary, fire, sinking, dead batteries, loss of power, mooring failure or other boat related emergencies.

The BoatSecure App and our Services might be interrupted or not work due to a number of reasons, including, but not limited to: (a) inadequate or improper sensor installation/maintenance/positioning; (b) sensor limitations; (c) battery performance; (d) wireless signal interruption or unavailability; (e) the sensors are designed to be used in conjunction with boat systems not manufactured by us; and (f) the BoatSecure App requires an active internet connection, so its use requires you to maintain either mobile data or WI-FI access to the BoatSecure App. Additionally, our Services are limited to monitoring and notification and are, therefore, reliant on you taking action in response to a notification.

BoatSecure makes use of third party wireless network operators to connect your BoatSecure device to our systems in order to operate a service for you. Such wireless services may be unavailable, fail or cease operation for reasons out of our control. You acknowledge that such limitations may occur and that neither BoatSecure or any wireless network that we may use has an obligation to you under these Terms.

The BoatSecure App and our Services should therefore be considered as one of many tools available to reduce risk and/or damage of burglary, fire, sinking, dead batteries or other boat related emergencies. We strongly recommend that you also regularly maintain and test your boat's other systems.

Limitations of Liability

For the reasons described above, we do not guarantee the continued availability of the BoatSecure App or the continuation of the Services. Access to the BoatSecure App and our Services, and to any saved information, may be interrupted, restricted, delayed or unavailable from time to time. We accept no responsibility or liability in relation to any loss suffered in these circumstances.

We provide the BoatSecure App on an “as is” and “as available” basis and, except as required by law, we do not make any warranty (either express or implied) about the BoatSecure App, including any warranty as to the BoatSecure App’s fitness for a particular purpose, and/or that the BoatSecure App will be uninterrupted or error-free.

You acknowledge that your operating system provider has no warranty obligations under these Terms, and that your operating system provider is not responsible for any claims made by you or any third party relating to the BoatSecure App, including product liability claims, any claim that the BoatSecure App fails to conform to any applicable legal or regulatory requirement, or any claim arising under consumer protection legislation.

You also acknowledge that we have no warranty obligations under these Terms in relation to your BoatSecure Monitoring Device, and that we are not responsible for any claims made by you or any third party relating to the BoatSecure Monitoring Device, including product liability claims, any claim that the BoatSecure Monitoring Device fails to conform to any applicable legal or regulatory requirement, or any claim arising under consumer protection legislation..

You agree that we have no liability (in contract, equity or tort, including negligence) to you or any other person in relation to these Terms, our Services or the BoatSecure App, except to the extent of direct damage or loss to you caused by a breach of these Terms by us (in which case our liability shall be limited to the amount of the User Subscription Fee paid by you in the 12 months immediately preceding the breach). In no event will we be liable to you or any other person for any loss or damage, which is indirect or consequential or incidental (including without limitation, any damages for lost profits).

Termination

You may stop using the BoatSecure App at any time and terminate our Services under these Terms simply by uninstalling the BoatSecure App from your device, and sending us prior written notice to our email address (as set out below). If you fail to comply with these Terms or any other applicable terms and conditions, we may block or restrict your access to the BoatSecure App. If we block your access, the licence granted to you under these Terms will immediately terminate.

Dispute Resolution

Unless otherwise stated, the content of the BoatSecure App, our Services and these Terms have been prepared in accordance with New Zealand law for the supply of services to persons resident in New Zealand only. The content of

the BoatSecure App, and these Terms are governed by and construed in accordance with New Zealand law and New Zealand Courts have jurisdiction.

If your device uses Apple's operating system, you agree and acknowledge that Apple, and Apple's subsidiaries are third party beneficiaries of these Terms, and that Apple will have the right (and is deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary.

iPhone, iPad, Apple, Apple Watch and App Store are trademarks of Apple Inc. and may be registered in the US and other countries. Android is a trademark of Google Inc, use of which is subject to Google Permissions.

Support and Complaints

While we make every effort to get things right, problems may sometimes occur. We have in place a complaints procedure that is intended to resolve any problem quickly and fairly. In order to avoid delay in solving a problem to your satisfaction, please follow the steps listed below:

1. You must first contact the person who sold you and installed your BoatSecure Monitoring Device (your **Device Reseller**). They will respond within five working days from the date when you get in touch. If they can't resolve your problem immediately, they will explain why they can't resolve the problem and will let you know when you can expect to hear back from them.
2. If your Device Reseller does not respond within five working days from the date when you get in touch, or they are unable to resolve the problem to your satisfaction, or you would like to know more about these Terms, you may contact us via our website at www.boatsecure.net/support.