

# MARINA PUNAT d.o.o.

## SPECIAL TERMS no. 1.

### Definitions

**Client** – any natural or legal person who has entered into a contract on the use of a permanent berth with Marina Punat d.o.o.

**Proactive Boat Care mobile application** – contains vessel status monitoring data obtained by means of installed smart sensors that users independently, as per their own judgment and decision, install on the vessel, and which serves as a substitute for the weekly reports on marina staff activities for monitoring the status of the contracted vessel by visual inspection from the jetty and photographs of the vessel.

### 1. Introductory provisions

- 1.1. These Special Terms no. 1 (hereinafter Special Terms), in addition to the General Terms and Conditions, define the operating conditions by under which Marina Punat d.o.o. collects, uses and delivers notifications on contractual client information using the Proactive Boat Care mobile application system to monitor vessel status, a service provided by the company Marina Cloud d.o.o.

### 2. Content of the report

- 2.1. Marina Punat provides information to its users via regular weekly reports about the services available to users by the company Marina Cloud d.o.o., regarding the monitoring the vessel status.
- 2.2. The user may, depending on their needs and independent of the services provided by Marina Punat and the contractual relationship with Marina Punat, purchase special sensors to be installed onto the vessel to better monitor the vessel status from Marina Cloud d.o.o.
- 2.3. Marina Punat offers its contractual clients the special vessel monitoring service free of charge, which includes a weekly report on the vessel with complete inspections and visual inspections from the jetty as well as photographs of the vessel. This information is also shown within the Proactive Boat Care mobile application for monitoring vessel status and surveillance of installed smoke and bilge sensors; the application is accepted by the user upon registering their profile on the Marina Cloud d.o.o. website.
- 2.4. The contents of the report received by the user is only an indication of the vessel's status and is in no case the basis for Marina Punat staff to take any additional action.
- 2.5. The report does not represent a technical protection system for the vessel for which the data is provided, and Marina Punat is not obliged to act upon the data in question.

### **3. Disclaimer**

- 3.1. Marina Punat makes no guarantee for the correctness of the application used by the User, nor for any aspect of using the assigned profile via which reports are received.
- 3.2. Use of the Service is the sole responsibility of the User.
- 3.3. Marina Punat does not guarantee that the use of the service will be uninterrupted or error free, and shall not be liable for any consequences that may result from the use of the service. This disclaimer refers to damage, direct or indirect, material or immaterial.
- 3.4. By accepting these Special Terms, the User accepts that the data received from the reports may not be entirely sufficient for further action of the User, and any reliance on the information received is the sole responsibility of the Service User.

### **4. Final provisions**

- 4.1. The User will not be able to activate their profile to monitor the vessel status and receive reports from Marina Punat unless they have accepted these Special Terms upon activating the service.
- 4.2. Marina Punat reserves the right to amend these Special Terms.
- 4.3. Marina Punat will inform its users of any changes one month prior to their entry into force by sending a regular report and publishing such notification on its website.
- 4.4. The User and Marina Punat shall endeavour to resolve any dispute which may arise under these Special Terms, and if they fail to do so, they agree on the final jurisdiction of the Court in Rijeka for any dispute arising under or in relation to these Special Terms.
- 4.5. These Special Terms shall enter into force and are applicable as of 1<sup>st</sup> of April 2019.