

Standard Marine Gateway Agreement

- **1. Definitions**
 - **1.1.** The capitalized terms in this Agreement shall have the meaning provided hereinafter:
 - **1.1.1. Holonix:**
Holonix s.r.l. Spin off Politecnico di Milano
Legal Address: Piazza Leonardo da Vinci, 32 – 20133 Milano (MI) Italy
Headquarters: Corso Italia, 8 – 20821 Meda (MB) Italy
Phone: +39 03621582033
VAT number: IT07224340963
R.E.A. Milano 1944557
Email: admin@i-captain.com
 - **1.1.2. Client:** You, the purchaser of the Marine Gateway.
 - **1.1.3. Marine Gateway:** it is a single board system to be installed on the boat. The gateway, through embedded sensors, is able to acquire navigation data and transmit them via mobile network to your i-captain's account.
 - **1.1.4. Service:** the service permits the acquisition of navigation data by the Marine Gateway via mobile network.
 - **1.1.5. SIM:** a pluggable module issued by the SIM Provider that contains the credentials to access the SIM Provider's mobile network.
 - **1.1.6. SIM Provider:** the provider for mobile network connectivity that issues the SIM in order to use the Marine Gateway.
- **2. Relationship Between the Marine Gateway, the Data Plan and the Service**
 - **2.1.** The Marine Gateway is not suitable for standalone use. The Marine Gateways shall **always** be used as a terminal of the services provided for this Agreement. Although the Marine Gateway will be the property of the Client after its purchase, it will have no other use if the same is not associated to a working account of the Service.
 - **2.2.** The Marine Gateway cannot work without an Internet connection via a mobile data plan. Holonix has entered into an agreement to provide suitable connection through SIM Provider. The SIM is pre-installed in the Marine Gateway and cannot be replaced by a generic data SIM by the Client. The cost for the Data Plan is included in the price for the Service. In case The Client decides not to instruct a suitably qualified center to connect the device to the vessel's outlets and power source and proceed on their own, installation shall be made strictly in accordance to the installation instructions contained in the package and made available online on Holonix's website. Holonix cannot accept liability for wrong installation and cabling.
- **3. Online Purchasing procedure**
 - **3.1.** The Client shall register with the online purchasing web page and provide accurate details in order to complete the agreement.
 - **3.2.** Once the details are duly filled in, the Client will be shown an order form with the most relevant data concerning the prospective purchase, including the duration of the Service. In order to comply with the applicable law, the purchasing of the Service is on an **opt-in** basis. However the Client is advised that in order to use the Marine Gateway having subscribed the Service is necessary. The Client will receive a warning to this effect before completing the order.
 - **3.3.** Once the order is completed and the Client has provided the consent to finalize the purchase, the Client will be directed to the online payment system, unless there is an option to redeem a pre-payment, and once the payment procedure is completed the Client will receive this Agreement and its annexes via email, along with the invoice and the other accompanying documents. The Agreement is final and binding upon the parties when the payment procedure is successfully completed for the entire amount to be paid.
 - **3.4.** Is also requested to the Client to provide a scanned copy of a valid identification document in order to allow Holonix to comply with Italian law on SIM distribution (Art. 55 of the Telecommunications Code). Until such a document is duly acquired by the systems at Holonix, the SIM cannot be activated and the Service will not start working.

- **4. Costs, Payment**

- **4.1.** The cost for the Marine Gateway (only the Hardware) is:

Marine Gateway Gold: 350.00 € (Excl. VAT)

4.1.2 There are these subscriptions:

- 3months 90.00€ (Excl. VAT)

-6 months 171.00€ (Excl. VAT)

-12 months 244.00€ (Excl. VAT)

- 4.2 We ensure the usability of the Service with Marine Gateway supplied for three years after purchase , a period in which the Marine Gateway will be actively supported .

- **4.3.** The Package containing the Marine Gateway, the manuals and instructions will be delivered by courier or standard post at the address advised by the Client. The cost of delivery is shown in the final form and in the order confirmation and depends on the country of destination and the chosen delivery service.

- **4.4. .4.** The shipment will be made within 15 days of the earlier between the date of confirmation of the order, the date of receipt of the identity card's copy and the day when there was the full payment.

The Marine Gateway must be associated with your account on i-Captain through a code that is provided via e-mail by Holonix ("Purchasing Code"). You can't record two Marine Gateway on the same boat. The Purchasing Code is secret and shall not be disclosed or published. You are responsible if a third takes possession of the code for reasons not attributable to Holonix.

The Service must be activated in the appropriate section of the i-Captain portal by a code that is provided via e-mail by Holonix ("Subscription Code"). The Subscription Code once released can be used on the day after issue and until activated, will last three years, after which it can no longer be used. It is activated by registering the Subscription Code on i-Captain site. If the user already has an ongoing subscription, the period of the Subscription Code used runs from the expiry of the current subscription. You can't put more than one Subscription Code during each subscription period. The Subscription code is secret and shall not be disclosed or published. You are responsible if a third takes possession of the code for reasons not attributable to Holonix.

- **5. Service**

- **5.1.** In order to use the service, the Client shall have:

5.1.1. A valid subscription , or , for some functions , a subscription in Extended Service (see below) .

5.1.2 The activated SIM and its network service, which is provided by the SIM Provider through Holonix. Holonix will take care of the activation of the SIM once the procedure set forth in Section 3.4 is completed Without this activation the Marine Gateway will be unable to communicate with the servers.

5.1.3 A web browser of recent build, which supports CSS 3, HTML 5 and Javascript in a version higher than 1.7. Without this browser the Client will be unable to access the Service through its web interface.

5.2. At the expiration of your choice , the customer has the right to renew the same by buying a new period without interruption . If you don't proceed to the activation of a new period to maturity , the Service will be gradually decommissioned according to the following terms

5.2.1. For the next 10 months, the Service will work with reduced mode (" Extended Service ") ; how Extended Service works are shown in Table A;

5.2.2 at the end of Extended Service Period service will stop working completely , but the customer can consult its history data for 12 months AFTER the termination of the Extended Service . Following the expiration of the 12-month data will be deleted and will no more recoverable .

5.2.3 At any time , even after the previous terms , if the Marine Gateway supplied is still actively supported , the customer can activate a new subscription for the service , but it's not guarantee the data recovery after the expiry of the Extended Service .

- **6. Data plan.**
 - **6.1.** The Client acknowledges that Internet will only be available within the coverage area of the SIM provider and its roaming service partners. An update coverage map is available at www.i-captain.com but can be changed without warning by the SIM Provider. Holonix has no control over it.
 - **6.2** Given the characteristics of the Service, it is possible that in certain conditions , for example outside the GSM coverage , while functioning perfectly Marine Gateway , the data cannot be transmitted to the server and therefore part of them unregistered , especially when following the prolonged period out of coverage should fill the buffer , in which case , the data will be overwritten by the new dating . When there is no cover Marine Gateway automatically switches to NO GPRS , the GPS sampling occurs every 5 minutes.
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- **7. Right of Withdrawal**
 - **7.1.** As a consumer, the Client has the right to withdraw from this Agreement within 14 days from reception of the package at the advised address.
 - **7.2.** However, the withdrawal period will expire as soon as the Client activates the Service by registering the Marine Gateway.
 - **7.3.** The Client, in order to avail of the right of withdrawal, shall send a notice – a sample of which is attached hereto as Annex 1, but it is not compulsory to use it – to Holonix by the preferred mean between email, fax, mail, registered email, noting that the proof of having sent a valid and timely notice lies with the Client. Once the Client has received a confirmation of withdrawal, the Client shall ship back the Marine Gateway at Client's own expenses to the address advised by Holonix, within 30 days from the confirmation. Within 14 days from the receipt of the return package, Holonix will reimburse the price paid by the Client through the same method of payment chosen by the Client.
 - **7.4.** Only in case the Client has purchased the Service, but not the Marine Gateway and the SIM, and has not activated the Service by subscribing a Marine Gateway, the notice of withdrawal will be sufficient to complete the withdrawal procedure. In that case alone the repayment will occur within 14 days from the reception of the withdrawal notice.
 - **7.5.** The Client will be responsible for the loss of value of the Marine Gateway due to a use of it different from inspecting the same and to verifying its nature, its qualities and whether it is working.
 - **7.6.** A Client acting for business purposes will not have the right to withdraw according to this Section.
- **8. Statutory warranties**
 - **8.1.** The Client acting as a customer will have two years' warranty that the Marine Gateway is conforming to the agreement. If a lack of conformity shows itself within the first six months, it will be presumed that the lack of conformity was present at the origin.
 - **8.2.** In order to claim the warranty the Client shall hand over the Marine Gateway to Holonix or to an approved repair center, if any, as advised by Holonix on its website. If the Marine Gateway is found lacking conformity, it will be either replaced or repaired at no cost for the Client. The cost for delivering and collecting the package for servicing are on the Client.
- **9. Data protection**
 - **9.1.** The data processor is Holonix. Data will only be used for purposes connected to the Service and will not be handed out to third parties. Aggregated and anonymous analysis upon the data collected by the Service may be used by Holonix for business purposes, but only in a way in which it is not possible to trace back individual data and/or names.
- **10. Applicable law and jurisdiction**
 - **11.1.** The law applicable to this Agreement is the one where the Client is permanently domiciled, if the Client is a consumer. If the Client is not a consumer or is domiciled outside the European Union, the applicable law shall be the Austrian one. This choice of law shall not deprive the Client of the basic consumer protection allowed by the Client's domestic law if the Client is a consumer.

- **11.2.** The jurisdiction for any controversies arising in whatsoever way from this Agreement shall be that of the Court of Milano, Italy. Only if the Client is a consumer domiciled in the EU, the jurisdiction will be the one where the Client has their residence.
- **11. Notices to Holonix**
 - **11.1.** All notices to Holonix shall be addressed to:
 - **11.1.1.** Email: admin@i-captain.com
 - **11.1.2.** Mail: Corso Italia, 8 – 20821 Meda (MB) Italy
 - **11.2.** All modifications to this Agreement shall be in writing or will be null and void.

Table A – Service’s features (*)

	Track period (GPS)	Battery period	Wake Up Time	Antitheft	Disanchoring	Geofencing	Auxiliary Signals
MG Subscription Period	30 sec *	10 min	1 hour	Yes	Yes	Yes	Yes
MG Extended Service	5 min *	∅	24 hours	Yes	No	No	No

* In case of lack of GSM coverage tracking period passes to 5 minutes.

All features are guaranteed until the Marine Gateway is powered by the battery of the boat . In the absence of power the internal battery does not ensure autonomy if not that required for the Marine Gateway for effective conclusion of transactions in progress.

ANNEX 1

Withdrawal form
(for consumers only)

To Holonx Srl [Holonix s.r.l. Spin off Politecnico di Milano
Legal Address: Piazza Leonardo da Vinci, 32 – 20133 Milano (MI) Italy
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With this notice we notify you of our withdrawal from the Standard Marine Gateway Agreement and the Service – as defined in the executed agreement – ordered on _____ and received on _____.

Name: _____

Address: _____

Date: _____

Signature (*) _____

(*) if returned as a paper or scanned form