

D-Marin Long Distance Caring Boat Sensors Services

General Terms and Conditions

The respective member of **D-Marin Group of Marinas**¹, with whom the Client has concluded a valid berth contract (hereinafter "**Home Marina**") offers to provide their clients with an in force annual berthing contract (hereinafter "**Contract**") with one box/sensor(s) (for purposes hereunder "**Sensor**"), limited to the availability of sensor(s) at the Home Marina, specific and appropriate for the type of vessel in the Contract at the discretion of the Home Marina, granted to the User (as defined below) for use free of charge, by means of signing of a **Sensor Receiving Protocol**, until the expiry or termination in any way of the Contract.

Operation and use of said Sensor(s) are associated with certain services of receiving, processing and storing of digital data (hereinafter the "**Services**") aimed to provide the Client with information of a general nature regarding the from time to time present status of the Client's vessel under the Contract (hereinafter the "**Vessel**") when moored in the any Marina of **D-Marin Group of Marinas** (the "**Vessel Information**").

The aforementioned digital data are collected through the Sensor via an IT platform/application named "**D-Marin app**", which is run by the management and IT services provider of the Group "D-Marinas Hellas Single Member S.A.", with registered seat at Zea Marina, Freatida Piraeus, Greece, with Commercial Registry Number 121868301000 (hereinafter "**D-Marin**"). Client shall have to accept the present "**D-Marin Long Distance Caring Boat Sensors Services General Terms and Conditions**" (hereinafter "**T&C**") through the D-Marin app. The T&C are also available at D-Marin web site (www.d-marin.com) and the front desk of the D-Marin Group Marinas.

A "**User**" is any natural or legal person having entered into a Contract using the D-Marin app upon completing the registration of D-Marin app, accepting the T&C and receiving the Sensor(s). The Services cannot be used if the User is: (a) underage or (b) a person prohibited from receiving Services by D-Marin or applicable regulations of any country, including the country of residence of the User or the country where the Services are being used.

This T&C describe and determine the legal relationship between D-Marin and the User regarding the provision of the Services to the User.

T&C AND CONTRACT

This T&C shall be without prejudice to any and all terms and conditions of the Contract and in no event and for no reason shall the T&S amend or derogate to, or be held or construed so as to amend or derogate to, the Contract and any and all terms and conditions thereunder. In particular, without limitation, neither this T&C and their content, nor the Sensor Receiving Protocol and the performance (on non-performance) of the Services hereunder shall result in, imply and/or infer any acceptance, takeover and/or taking into custody of the Vessel and/or provision of any security, custody and/or guard service from the Home Marina or any member of the **D-Marin Group of Marinas**.

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

In order for the User to use the Services, the User must accept the T&C. The T&C is accepted by pressing the 'accept' checkbox during the activation of Sensors within the D-Marin app. The user profile cannot be created and the Services cannot be used without the acceptance of this T&C over D-Marin app.

AMENDED GENERAL TERMS AND CONDITIONS

¹ Within the scope of this T&C, list of companies within D-Marin Group is found in Annex 1 of these General Terms and Conditions

Should D-Marín propose amended T&C, at the first possible access to the D-Marín app after the proposal for amended T&C, the User will have the possibility to accept the amended T&C within the D-Marín app and the amended T&C will be available at www.d-marín.com. The User is required to accept the amended T&C to continue to use the Services, after the T&C is amended.

SERVICE PROVISION AND USE

It is at the User's sole responsibility to install/apply the Sensor(s) to the Vessel in accordance with the inlay card of the Sensor(s) and any additional instructions provided by Home Marina and complete the registration to the D-Marín app/accept the T&C. The Services can be provided exclusively while the Vessel is located at a stationary berth in any D-Marín Group Marina covered with the SigFox IoT network of sufficient quality of signal. Services cannot be used at any other locations and for other vessels or if the SigFox IoT network is not of the sufficient quality of signal, and consequently D-Marín has no responsibility whatsoever in this respect; and such use of the Services on other locations and for other vessels is solemnly the responsibility of the User. The Services are provisioned in accordance with the technical specification and nature of every type of Sensor, as described in the technical datasheets on the inlay card, which can be found in the Sensor(s)' box.

The Vessel Information can be forwarded to the User via email, automatic voice call and/or SMS to the contact information stated in the User's profile. D-Marín may at its discretion also deliver this information via other communication channels. If during the Vessel's stay at any D-Marín Group Marina any Vessel Information consisting in signs of a potential threat by processing the data received from the duly and correctly installed Sensors are detected (based on the type of related Sensor used, such as smoke, increased temperature or water intrusion into the Vessel), this information shall be forwarded along with an alert which shall contain a description of the detected harmful event, the Sensor's name, time of occurrence, name of Vessel, the Contract berth's designation and optionally (at D-Marín's discretion) additional information. The Services may be used solely for personal and non-commercial purposes; reproduction, duplication, copying, selling, trading or reselling Sensors and/or Services or parts thereof is strictly prohibited. D-Marín will make its best endeavor to keep all the presented information accurate and up to date; however, D-Marín shall not be liable in any way for possible delays in the transmission of the Vessel Information due to technical problems depending on Force Majeure or to performance or non-performance by third party providers of IT platforms or networks the Services are based on, User's failure to meet its obligations under the Contract or T&C or Sensor Receiving Protocol and/or false/inaccurate information given by the User. The User must periodically test and supervise the Sensor(s) and system in accordance with the provided instructions independently of D-Marín and D-Marín shall not be liable for any kind of result. User accepts that from time-to-time D-Marín may remove the Services for indefinite periods of time, cancel the Services at any time, or otherwise limit or disable User's access to the Services without notice and without D-Marín being liable for that.

SERVICES FEE

The Services are provided to the User for free as part of the Contract package. Following the expiry or termination of the Contract, regardless of termination reasons, the Sensor(s) will be automatically disconnected from the D-Marín app and access to the stored data will be disabled. If the Contract is renewed and/or a new Contract is signed with any member of **D-Marín Group of Marinas**, the User has the right to continue using the Services until the end of the Contract term.

ADVERTISING

The User acknowledges that D-Marín may, as part of the Services, set up or display advertising, promotional or other content, materials or products for promotional purposes. In any case, D-Marín shall send promotional e-mails or newsletters to the User, solely if the User expressly agreed to receive such information and communication, for example, when registering for the use of Services.

DATA MONITORING

The User agrees that the D-Marin app shall, as part of the Services, submit data on the Vessel status to D-Marin and/or a D-Marin Group Marina, in which the Vessel is located at the time of data transmission. The data being submitted (which may be sent locally or overseas for the purposes of the Services) serves only informational purposes and the D-Marin Group Marina in which the Vessel is located receiving the data, is not obliged to act and in no way assumes responsibility for the reception of data and any action based on the received data.

DISCLAIMER OF LIABILITY

The use of the Services is at the risk of the User. The Services and all content provided to the User are provided "as is" and "as available", without warranties of any kind. D-Marin does not warrant that the use of Services shall be completely accurate, uninterrupted or free of errors and shall not be liable in any way for any consequences arising from the use of the Services. This Statement of Liability refers to all kinds of direct or indirect, material or non-material, incidental, punitive, special or consequential damages arising from User's use of Services or for any other claim related in any way. In any event, the User accepts that data collected based on the Services are delivered for informative purposes only. Any reliance on the Vessel Information shall be the exclusive responsibility of the User. D-Marin shall be exempt from any liability for damages which may arise on mobile devices on which D-Marin app is installed, and the data stored on said devices. D-Marin is exempt from any liability regarding the possible use of the Internet Stores.

THIRD PARTY SUPPORT

Provision of the Services depends on, inter alia, the availability and coverage of wireless network providers, as well as the communication channel by the Internet-of-Things (IoT) SigFox network and Sensor(s) are manufactured by third parties. The Services can only be provided for the Vessel located at a D-Marin Group Marina covered with the SigFox IoT network of sufficient quality, primarily while the Vessel is at a stationary berth. The User assumes all responsibility for the Sensor operation both in any D-Marin Group Marina and at locations outside of this location. D-Marin cannot be held liable for any damage or loss caused by third party services and/or malfunctions. D-Marin and/or the Home Marina and/or any D-Marin Group Marina cannot be held liable for temporary and/or permanently unavailability of the Services and/or Sensor(s) due to technical problems and/or reasons beyond the control of D-Marin and in general the User acknowledges that they are not liable for any direct or indirect consequence of the provision of the Services, as well as for their non-availability.

COPYRIGHT PROTECTION

The D-Marin app design copyright which is an integral part of the Services, as well as all other intellectual and/or property rights (including the rights regarding sensors) shall be the sole ownership of D-Marin and/or other related companies and the User shall not acquire any rights whatsoever as a result of using the Services and/or Sensor(s). It is strictly forbidden to use (in whole or in part), transfer (electronically or otherwise), modify, merge or use any part of the Services or Sensor(s) for public and commercial purposes without prior written consent of D-Marin. The companies within D-Marin group, its licensors, suppliers, shareholders and other affiliates retain all rights not expressly assigned to the User under this T&C. It is forbidden to (a) give another user or third party the license to use the Services or otherwise allow them to access the User account or Services; (b) use the Services in such a way that the User provides Services to other users or third parties; (c) in any way transfer, sub-license, establish a lien in or over the D-Marin license or another right arising from it, loan or rent Services and/or license, or otherwise transfer the D-Marin license or any right arising from it to third parties. It is forbidden to duplicate, modify, create derivative works or otherwise attempt to extract the source code of D-Marin app, sensors or any part thereof.

REGISTRATION DATA AND USER ACCOUNT

When using the Services, the Users may be required to provide information about themselves before proceeding with the use of Services ("**registration data**"). The User agrees to provide accurate, up-to-date and complete registration data, and update their registration data when required in order to keep the data accurate, recent and complete. The User is required to keep their account information safe and protected and to prevent unauthorized access to their account information and account by third parties. The User must immediately inform D-Marin or the Home Marina via e-mail of any unauthorized use of their registration or account information as well as any breach of security as soon as they become aware of.

PERSONAL DATA PROTECTION

D-Marin shall undertake all possible measures to protect the User's personal data shared with D-Marin. By activating the user account, the User agrees that their registration data, personal data and information will be used in accordance with the applicable D-Marin Privacy Policy. D-Marin does not require personal data to be submitted for the use of the Services, however, not providing the required registration information may prevent D-Marin from complying with the User's request for Services. While D-Marin takes measures to protect the information being provided by the User, D-Marin cannot guarantee their absolute security. User is informed that D-Marin app uses current mobile device location, which it is installed to.

FORCE MAJEURE

D-Marin cannot be held liable for failure or delays in the fulfillment of Services due to an event beyond reasonable control. The fulfillment of Services during events caused by force majeure is considered suspended for the duration of the event caused by force majeure.

IMPLEMENTING PROVISIONS

D-Marin shall adhere solely to written conditions. All statements, claims or agreements made or concluded otherwise, either directly or indirectly, in writing or verbatim, or through advertising, shall not be binding to D-Marin unless D-Marin explicitly acknowledges it in writing. If any of the provisions of this T&C is invalid (in whole or in part) or found to be invalid in accordance with a court order, that provision shall be removed from the T&C without prejudice to the other provisions of the T&C which shall remain in force.

APPLICABLE LAW- GENERAL

This T&C is governed in accordance with the law and jurisdiction applicable to the respective Contract made with the User. The law and jurisdiction applicable to the respective Contract shall apply to the relationship between D-Marin and the User regarding the use of the Services. The User and D-Marin shall attempt to amicably resolve any disputes arising from the T&C and/or use of Services.

If at a particular time D Marin does not invoke one of the provisions of the present T&C, this should not be construed as a waiver of the right to invoke it at a later date.

If any provision of the present T&C is rendered invalid or ineffective, the validity of the remaining provisions shall not be affected. The invalid or ineffective provisions will be replaced by provisions which are most closely related to the business purpose and nature of the relationship between the parties.

These General Terms and Conditions shall enter into force and are applicable from 12.06.2023.

For purposes of Section 1341 of the Italian Civil Code, the User specifically agrees to par. T&C AND CONTRACT; AMENDED GENERAL TERMS AND CONDITIONS; SERVICE PROVISION AND USE; DISCLAIMER OF LIABILITY; THIRD PARTY SUPPORT; APPLICABLE LAW – GENERAL of this T&C.

Annex 1. – List of Companies within D-Marin group

- (a) the company under the trade name "LEFKAS MARINA SINGLE MEMBER SOCIETE ANONYME CONSTRUCTION - EXPLOITATION" and the distinctive title "LEFKAS MARINA S.A.", duly organized and existing under and by virtue of the laws of Greece, having its registered seat at East Beach Lefkas, PC 31100 Lefkada, Greece, registered with the General Commercial Registry under no. 016453443000,
- (b) the company under the trade name "ZEA MARINA LEASING AND EXPLOITATION OF TOURIST PORT OF ZEA SOCIETE ANONYME" and the distinctive title "ZEA MARINA S.A.", duly organized and existing under and by virtue of the laws of Greece, having its registered seat at Marina Zeas, PC 18534, Freattyda Piraeus, Attica, Greece, registered with the General Commercial Registry under no. 044977907000,
- (c) the company under the trade name "GOUVIA MARINA SINGLE MEMBER SOCIETE ANONYME" and the distinctive title "GOUVIA MARINA", duly organized and existing under and by virtue of the laws of Greece, having its registered seat at Tzavros 60, PC 49083, Corfu, Greece, registered with the General Commercial Registry under no. 033881233000,
- (d) the company under the trade name "DOĞUŞ TURGUTREİS MARİNA İŞLETMECİLİĞİ TURİZM VE TİCARET A.Ş.", under the legal form of Societe Anonyme, duly organized and existing under the laws of Turkey, with registered seat at Turgutreis Mahallesi Gazi Mustafa Kemal Bulvari D Marin Sitesi No:24A Ic Kapi:59 Bodrum Mugla, registered with the Chamber of Commerce of Bodrum under no. 17267,
- (e) the company under the trade name "DOĞUŞ DİDİM MARİNA İŞLETMECİLİĞİ TURİZM VE TİCARET A.Ş.", under the legal form of Societe Anonyme, duly organized and existing under the laws of Turkey, with registered seat at Camlik Mahallesi Pasa Caddesi D Marin Sitesi No:4A Didim Aydın, registered with the Chamber of Commerce of Didim under no. 6402,
- (f) the company under the trade name "ANADOLU GÖCEK MARİNA TURİZM YATIRIMLARI A.Ş.", under the legal form of Societe Anonyme, duly organized and existing under the laws of Turkey, with registered seat at Gocek Mahallesi Camtas (GCK) Caddesi A Blok No:12-1 Fethiye Mugla, registered with the Chamber of Commerce of Istanbul under no. 13156,
- (g) the company under the trade name "MARINA DALMACIJA D.O.O.", under the legal form of Societe Anonyme, duly organized and existing under the laws of Croatia, with registered seat at Obala kraljice Jelene 53, 23205, Bibinje, Croatia, registered with the Commercial Court in Zadar under no. 060000880,
- (h) the company under the trade name "MARINA SIBENIK D.O.O.", under the legal form of Societe Anonyme, duly organized and existing under the laws of Croatia, with registered seat at Obala Jerka Šižgorića 1, 22000, Šibenik, Croatia, registered with the Commercial Court in Zadar under no. 100003742 and
- (i) the company under the trade name "MARINA BORIK D.O.O.", under the legal form of Societe Anonyme, duly organized and existing under the laws of Croatia, with registered seat at Obala kneza Domagoja 1, 23000, Zadar, Croatia, registered with the Commercial Court in Zadar under no. 110002945.
- (j) the company with corporate name "DANUVIUS MARINA D.O.O.", having its registered seat in Tribunj, Jurjevgradska 2, Croatia, with Commercial no 060180076 and OIB 14329389295.
- (k) the company with corporate name "Adriatica Marina per lo Sviluppo di Iniziative Turistico Portuali - S.r.l.", with registered office in Via Monte Ortigara 3, Frazione Località di Punta Faro, Stradario 02450, Lignano Sabbiadoro (UD), Italy, with fiscal code, VAT no. and registration with the Companies' Register of Pordenone-Udine no. 00283920304