

## **Particular conditions of service provision contract of the product called DOKENSIP.**

The particular conditions described below govern the contractual relationship between HIRUTEKNOVA, S.L., with Tax ID number B-95.790.812, domiciled in Muelle Arriluce, s/n 48992 Local D-1, Getxo - Bizkaia, registered in the Mercantile Registry of Bizkaia (Volume 5508, Folio 73, Inscription 1 and Sheet BI-65519), and the CUSTOMER in all matters relating to the provision of the service of the DOKENSIP device for status control of the recreational craft, and its variant YACHTPROTECTOR for the American market. Hereinafter, they will be referred to as PRODUCT.

Acceptance, without reservation, of these particular conditions is essential for the provision of the service by HIRUTEKNOVA, S.L. The CUSTOMER expresses, in this regard, having read, understood and accepted the present particular conditions, placed at its disposal, at all times, prior to contracting the service. Likewise, the action of registering in the user portal <http://user.dokensip.com> or <http://user.yachtprotector.com> will imply acceptance of these conditions.

### **1. SERVICE.**

The service offered by HIRUTEKNOVA, S.L. to owners of the GPS locator and wireless control sensors of recreational craft marketed under the name "DOKENSIP" / "YACHTPROTECTOR" who contract the present service, includes the following features: data communications system in mobility for the management of the recreational craft monitoring and tracking system.

### **2. OBJECT.**

This contract regulates the relationship between HIRUTEKNOVA, S.L. and the CUSTOMER for communications services described and contracted in connection with the GPS locator device and the wireless control sensor system of recreational craft marketed under the name "DOKENSIP" / "YACHTPROTECTOR"

### **3. SERVICE PROVISION.**

To provide the service described to the CUSTOMER, HIRUTEKNOVA, S.L. uses the communications of a data communications in mobility (GPRS data) supplier, in the cases of a cut or fault in telecommunications networks, the CUSTOMER must notify this to HIRUTEKNOVA, S.L. explaining the anomaly, and the latter will not be liable for the faults or damage arising out of the same.

HIRUTEKNOVA, S.L. is not liable for the use that the CUSTOMER may make of this device, nor does it guarantee the CUSTOMER against, nor is it liable for, any possible attempts or commissions of criminal or harmful acts, either directly, or

indirectly, or alternatively, as well as neither will it be liable for possible damages or losses caused to persons or property as a result of the commission of such acts, and it cannot be attributed with absolutely any liability in the case of unforeseeable circumstances or force majeure, or other justified cases on the basis of the circumstances in each case.

The PRODUCT is defined as a system of information on the status of the craft for the contracted services, and not an alarm or security system. Therefore, HIRUTEKNOVA S.L. is not liable for any possible damage caused to own or others' property due to the misuse or malfunction of the sensors, or of robbery, theft, or damage occurring in the craft equipped with the PRODUCT.

Similarly, neither can it be understood as a "tracking device", despite having locating functions.

The communication services toward the CUSTOMER provided by HIRUTEKNOVA, S.L. depend on the services of third parties contracted by HIRUTEKNOVA, S.L. so that in the event of a failure of these services, the CUSTOMER may not be notified of any possible incidents occurring. Push notifications, e-mails, SMS and calls from the Call Center are included as part of these services.

DOKENSIP is designed for use in sailing and motor boats, standard construction up to 60 feet. Above these lengths, teams could present problems in communication.

#### **4. CUSTOMER OBLIGATIONS.**

The CUSTOMER will be obliged to supply HIRUTEKNOVA, S.L. with all the data necessary for the provision of the contracted service. The CUSTOMER will be obliged to pay the price corresponding to the Service described and contracted as consideration for the same in accordance with the agreed price in the contracting of the Service.

#### **5. OBLIGATIONS OF HIRUTEKNOVA, S.L.**

HIRUTEKNOVA, S.L. is obliged to provide the CUSTOMER with the communications Service of the "DOKENSIP" / "YACHTPROTECTOR" device under the conditions described in this agreement.

HIRUTEKNOVA, S.L. is not responsible for the maintenance or repair of the "DOKENSIP" / "YACHTPROTECTOR" device after the warranty period of the same, in case of having been manipulated, or in case of a misuse of the same.

Likewise, HIRUTEKNOVA, S.L. is not liable for the following contracted services in the event of a fault or lack of service:

- Web server hosting

- E-mail server hosting
- SMS sending service
- Weather service, geographical position weather consultation.
- Time zone service, consulting time zone with a geographical position.

## **6. DATA PROTECTION RULES.**

In accordance with Organic Law (15/1999) on Personal Data Protection (LOPD) data subjects are informed, accept and fully and expressly authorise the recording and treatment by HIRUTEKNOVA, S.L. of all personal data sent by the CUSTOMER directly and of data resulting therefrom for the implementation of the object of the present contract, as well as to publish the signing of it or offer it information on other products and services. Likewise, the CUSTOMER authorises HIRUTEKNOVA, S.L. to cede such data to third party collaborating companies whose corporate purpose is the management of payments, giving loans or similar in order to expedite debt collection. The entity responsible for the file and its processing is HIRUTEKNOVA, S.L., Muelle Arriluce, s/n 48992 Local D-1, Getxo - Bizkaia, address at which the persons entitled, who in turn declare being informed in this regard, may exercise the rights of access, rectification, cancellation and opposition recognised in the LOPD (15/1999).

In the same way, the company is authorised to give access to the collaborating importer for consulting the following data recorded by users of the web: name, e-mail, alias of the CORE and telephone number.

## **7. PRICE AND METHODS OF PAYMENT.**

As consideration for the communications service described and offered by the company the CUSTOMER will be bound to pay the applicable price that will be notified and delivered to the customer at the time of its contracting. The applicable price will be increased with taxes in force at every moment charged to the customer.

In the event of non-payment or return of the agreed payment, HIRUTEKNOVA, S.L. may suspend the provision of the service.

HIRUTEKNOVA, S.L. will invoice the customer the price applicable according to the rates in force. Such payment will be made in advance at the time of contracting or renewal of the service.

The CUSTOMER will not have access to contracted service until it has made the corresponding payment:

- If the payment is made at the time of purchase of the device, the customer can use the service after registering the device on the web platform.
- If the payment is made at the time of registration, the service cannot be used until the company has it on record, which will be notified to the CUSTOMER by e-mail.

Payments can be made through our virtual TPV using VISA and MASTERCARD.

During the first year of the contract, the company will provide the contracted service free of charge after the payment of the device by the CUSTOMER, binding it to pay the agreed price for the service from the second year of validity of the contract.

## **8. TRANSFER OF RIGHTS.**

The rights and obligations under this contract will not be transferred to third parties by any of the parties without the prior express written consent of the other party.

Notwithstanding the foregoing, in the case of transfer of contract by HIRUTEKNOVA, S.L. to its distributors of a national character, HIRUTEKNOVA, S.L. will inform its customers of this transfer, giving a period of 7 days to manifest their disagreement. Customers who do not expressly manifest their disagreement, will be understood to manifest their consent.

## **9. VALIDITY AND TERMINATION.**

The validity of this contract will be established between the parties at the time of contracting the service by the customer. The termination of it prior to the completion of the same will not give the right to return of payments pending enjoyment.

## **10. TERMINATION OF THE CONTRACT.**

The present agreement will be rescinded for the following causes:

1. The general causes admitted in law and those foreseen in the present conditions.
2. At the express wish of the customer before the end of the deadline originally agreed or any of its extensions whenever reported reliably to the company with a minimum of 15 days, observing in any case what is indicated in clause nine.

3. By cancellation of the provision of services that form part of the present contract on the part of the company due to technical or legal reasons.
4. The company can automatically rescind the contract due to a breach of the obligation of payment by the customer after seven days after the requirement of payment made by the company to the customer.

Cancellation of the service will not give the right to the refund of the amounts paid except in the case of cancellation forced by the company itself.

## **11. NOTIFICATIONS.**

All notifications and communications by the customer will be made sending a registered letter to the address specified by HIRUTEKNOVA, S.L. in Muelle Arriluce, s/n 48992 Local D-1, Getxo - Bizkaia, registered in the Mercantile Registry of Bizkaia.

Likewise, all notifications and communications from HIRUTEKNOVA, S.L. will be verified by postal or electronic mail to the addresses indicated by the customer in the heading "Details of the Contracted Services" or modified in accordance with this clause.

For these purposes, the Customer declares that all the information is correct and true, promising to notify HIRUTEKNOVA, S.L. of all changes relating to address, bank account for payment or any other information of the contracted services and that affect the present contractual relationship.

## **12. APPLICABLE LAW.**

The present contract and its execution will be governed by Spanish legislation.

## **13. RESOLUTION OF CONFLICTS.**

For all doubts and conflicts that may arise from the interpretation and application of the present contract that bind both HIRUTEKNOVA, S.L. and the CUSTOMER, the Courts and Tribunals of Bilbao will be competent with express waiver of any other court to which they could have recourse, whatever this may be.