

1. Introduction

These Terms and Conditions ("Terms") govern your use of our services, including the logging of data from your vessel, transmission of data to our cloud servers, storage and analysis of such data, and access to visualizations and reports through our dashboard.

2. Acceptance of Terms

By using our services, you agree to be bound by these Terms and Smart-Ship's General Terms and Conditions (which can be found on www.smart-ship.eu). If you do not agree with any part of these Terms, you must not use our services.

3. Services Provided

The provided services are as displayed on www.smart-ship.eu/dashboard, and can be divided into the categories listed below. The specific services can vary between Clients and vessels.

- Data Logging: Our service logs various data points from your vessel, including but not limited to GPS location, speed, engine performance, and environmental conditions, depending on the availability these data points can vary.
- Data Transmission: Logged data is transmitted to our cloud servers for storage and analysis.
- Data Storage: Data is securely stored on our cloud servers.
- Data Analysis: We analyze the data to provide insights and trends related to vessel performance and other metrics.
- Dashboard Access: Clients can access a web-based dashboard to view visualizations of their data, generate reports, and perform other analyses.

4. Client Responsibilities

- Equipment: Clients are responsible for ensuring that all equipment used for data logging on their vessels is correctly installed and maintained.
- Data Transmission: Clients must ensure that their vessel's data transmission systems are operational to facilitate the sending of data to our cloud servers.
- Compliance: Clients must comply with all relevant maritime laws and regulations when using our services. Smart-Ship does not collect any personal data on any of Clients' personnel or affiliates. The analysis tools on the dashboard will only make use of anonymized data, which is to be provided to Smart-Ship by the Client, meaning no personal data will ever be shared with Smart-Ship.

5. Data Privacy and Security

- Data Collection: We collect data from your vessel for the purposes of providing our services.
- Data Use: Collected data is used solely for analysis, visualization, and reporting as described in these Terms.
- Data Sharing: We do not share your data with third parties except as required by law or with your explicit consent.
- Data Security: We implement appropriate technical and organizational measures to protect your data against unauthorized access, loss, or misuse.

6. Intellectual Property

- Ownership: All intellectual property rights in our services, including software, algorithms, and dashboards, remain the property of Smart-Ship.
- License: We grant you a non-exclusive, non-transferable, limited license to access and use our dashboard and services for your internal business purposes – for as long as there is an agreement / contract in place between Client and Smart-Ship.

7. Limitation of Liability

- Service Availability: We strive to ensure that our services are available at all times but do not guarantee uninterrupted access.
- Data Accuracy: While we endeavor to provide accurate analysis and insights, we do not warrant the accuracy or completeness of the data and analysis provided. In addition, Smart-Ship is not responsible nor liable for any incorrect data being sent to or displayed in the analysis tool or on the dashboard.
- Liability: Smart-Ship is not liable for any direct, indirect, incidental, or consequential damages arising out of your use of our services (see General Terms & Conditions).

8. Termination

- We reserve the right to terminate or suspend your access to our services at any time, with or without notice, if you breach these Terms, or if the required yearly fees are not paid in time or if we have any other legitimate reason to do so.

9. Governing Law

- These Terms are governed by and construed in accordance with the laws of The Netherlands. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Rotterdam or The Hague.

10. Amendments

- We may amend these Terms from time to time. Any changes will be posted on our website, of which you will be informed by email, and which will become effective upon posting. Your continued use of our services after the posting of any changes constitutes your acceptance of the new Terms.

11. Contact Information

- If you have any questions about these Terms, please contact us at info@smart-ship.eu