



## **Advanced Service Purchase Agreement**

### **1. Relationship Between Advanced Service purchase Agreement and Standard Marine Gateway Agreement, one single contract**

- 1.1. By entering into this Advanced Service Purchase Agreement the Client is entitled a discounted price for the first two years of the Service
- 1.2. This Advanced Service purchase Agreement shall be construed as single contractual document with the Standard Marine Gateway Agreement. The provisions of this Advanced Service Purchase Agreement prevail over and supersede those of the Standard Marine Gateway Agreement, which only apply for what not provided for by the Advanced Service purchase Agreement, including the standard terms, the Consumer's rights statement, the Data Protection provisions, the definitions.
- 1.3. The Standard Marine Gateway Agreement contains the contractual rules that will govern the relationships between the Client and Holonix when the Marine Gateway will be released to the public and the sale will occur.

### **2. Price and Consideration**

- 2.1. As a condition to receive the discounted price, the Client agrees to pay it in advance of the start of the Service, in the sum of EUR 375, VAT included.

### **3. Duration**

- 3.1. The Marine Gateway is not purchased by the Client, but it remains the property of Holonix. The Marine Gateway is received in use by the Client as a loan ("Comodato" under Italian Law) at zero price, at the start of the Service as per the following Section.
- 3.2. The Service will start on or before 15<sup>th</sup> October 2014, when the Client will receive the Marine Gateway. After receiving the Marine Gateway the Client shall have the onus to register the Marine Gateway with the Service.
- 3.3. If the Client renews the Service at the expiration of the first two years, the property of the Marine Gateway will pass onto the Client. In the opposite case, the Marine Gateway shall be given back to Holonix at no cost for Holonix, but only upon express request of Holonix and at the address advised by the same, via an appropriate parcel service. The Client shall not be responsible for accidental loss or damage occurred during the time when Service was effective or after its expiration. If Holonix will not claim the Marine Gateway back, the costs for properly dispose of it will lie on the Client.
- 3.4. Holonix shall have the option to delay the start of the general availability of the Service by no more than two months. Should the general availability of the Service be delayed further,

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the Client will have the option to allow for a further delay, or withdraw from the agreement at no cost, and will be fully reimbursed of the price paid. This possibility has been taken into account by the Client and is one of the reasons because the Client receives the discount and the free use of the Marine Gateway.

#### **4. Withdrawal**

- 4.1. The period to withdraw from this Agreement is 14 days from when the Agreement is entered into force. The provisions of chapter 7.3 and 7.4 of the Standard Marine Gateway Agreement, for the case of purchase of only the Service, shall apply.

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## Standard Marine Gateway Agreement

### 1. Definitions

1.1. The capitalized terms in this Agreement shall have the meaning provided hereinafter:

#### 1.1.1. Holonix:

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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

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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. The Client will also requested 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 and the Service is:
  - Marine Gateway: EUR 350
  - Service (per year): EUR 200
- 4.2. Prices are inclusive of VAT where applicable.
- 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. The delivery will occur within 15 days from the latest date between the confirmation of the order and the day when the full payment has occurred.

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## 5. Service

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

5.1.1. 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.

5.1.2. 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.

## 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](http://www.i-captain.com) but can be changed without warning by the SIM Provider. Holonix has no control over it.

## 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.

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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. Duration and termination

9.1. The Service will last two years from purchase. At the end of the period it will be automatically renewed for a subsequent period of one year. Holonix will have the option to charge the current yearly price in case it does not receive a timely termination notice.

9.2. Should the Client decide not to renew the Service, a notice to this effect shall be sent to Holonix via registered mail or via email, at least **30 days** before the expiration of the agreement. Holonix will send a confirmation email advising on the date when the Service will be discontinued.

9.3. It is not possible to purchase the Service for periods shorter than one year. Except for the statutory withdrawal period, it is not possible to receive a reimbursement for a fraction of year when the Service has not been used because canceled by the Client.

9.4. Holonix shall have the right to suspend the Service in case of delayed payment, the Client shall not in that case be entitled to get a reimbursement or an extension for the period during which the Service was suspended. In case of delay longer than 45 days Holonix shall have the right to terminate the Agreement by sending a notice via email or registered letter, and claim the damages.

## 10. Data protection

10.1. 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.

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## 11. 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.

## 12. Notices to Holonix

- 12.1. All notices to Holonix shall be addressed to:

12.1.1. Email: [admin@i-captain.com](mailto:admin@i-captain.com)

12.1.2. Mail: Corso Italia, 8 – 20821 Meda (MB) Italy

- 12.2. All modifications to this Agreement shall be in writing or will be null and void.

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## ANNEX 1

### Withdrawal form

(for consumers only)

To Holonx Srl [Holonix s.r.l. Spin off Politecnico di Milano  
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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

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