



TERMS OF USE OF THE MARINEHUB.EU PLATFORM

I. DEFINITIONS

The terms used in these Regulations have the following meanings:

1. The Application is a software program designed for both stationary and portable devices, intended for use in a web-based environment. It constitutes a copyrighted work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights. The Application is specifically tailored for marina operators and enables the management of mooring spaces dedicated to floating vessels in ports. This includes mapping available mooring spaces and assigning a specific fee for mooring to each available space.
2. Operator – MarineHub Sp. z o.o. z siedzibą w Lublinie 20-704, przy ul. Skromnej 5/5, NIP: 9662142413, REGON: 38679209700000, zarejestrowana w rejestrze przedsiębiorców Krajowego Rejestru Sądowego XII Wydział Gospodarczy KRS Sądu Rejonowego w Białymstoku pod numerem 0000855413, being the owner of the Application and the service provider for services rendered through the Application.
3. User - a person using the Application in accordance with these Regulations.

II. GENERAL PROVISIONS

1. This Regulation ("Regulation") defines the rules and conditions for using the MARINEHUB Application ("Application") and serves as the terms and conditions within the meaning of Article 8 of the Act of 18 July 2002 on the provision of electronic services.
2. The MARINEHUB Application is available on the Operator's website at <https://marinehub.eu>.
3. The use of the Application is subject to the User's acceptance of the provisions of the Regulation and the payment for the services provided by the Operator, in accordance with the current fee schedule ("Price List") posted on the <https://marinehub.eu/pricing>.

III. TERMS OF SERVICE BY THE OPERATOR, PAYMENTS

1. The Operator provides the User with the possibility to use the Services provided through the Application.
2. The services provided through the Application include, in particular, the following:
 - 1) Monitoring (number, assigned parking space) of available and reserved parking spaces in the port and providing this information to the Operator,
 - 2) Providing the price of the service consisting of docking a floating unit in a specifically indicated parking space, with the possibility of transmitting this information to potential clients of the User on each occasion.



- 3) Real-time monitoring of the current positions of floating units using other solutions related to the Application offered by the Operator, and providing this information to the Operator,
- 4) Real-time determination of the estimated time of arrival to the port of floating units using other solutions related to the Application offered by the Operator, and providing this information to the Operator,
3. The use of services offered by the Operator within the Application is subject to payment.
4. Payment is made in the form of a monthly subscription, the amount of which depends on the number of parking spaces for floating units offered by the User, based on the current Price List.
5. The Operator may, for an additional fee, provide technical support to the User in case of malfunctions or lack of functionality of the Application caused by other reasons, based on a separate agreement.
6. The current price list of services provided by the Operator within the Application can be found on the website <https://marinehub.eu/pricing>. By declaring their familiarity with these Terms and Conditions, the User confirms their knowledge of the price list for services provided by the Operator.
7. The Users are responsible for covering the costs of data transmission necessary to launch and use the Application. The Operator shall not be held responsible for the charges incurred for the use of data transmission necessary to access and use the Application.

IV. TERMS AND CONDITIONS OF USE OF THE APPLICATION

1. The Application is available to all users of stationary and mobile devices.
2. Users are obliged to use the Application in accordance with applicable law and the Terms and Conditions, including the rules of Internet usage, particularly in a manner that does not disrupt the functioning of the Application and the services provided through it, and in a manner that is not burdensome to the Operator, the Service, and other Users, if applicable.
3. Providing content by Users through the Application that contradicts legal regulations is prohibited.
4. In the event of Users violating applicable laws or provisions of the Terms and Conditions, the Operator is entitled to take all permissible legal measures, including those that restrict the User's ability to use the Application and the service provided through it.

V. COPYRIGHT

1. The Application, along with all its materials and information contained within, including the layout of the content presented within the Application, trademarks, graphic elements, logos, and source code, are subject to the copyright of the Operator or third-party entities collaborating with the Operator.



2. Upon accessing the Application, the Operator grants the User a paid, non-exclusive licence to use the Application under the conditions specified in the Terms and Conditions.
3. Under the granted licence, the User is not entitled to sublicense the Application to third parties.
4. Without the consent of the Operator, the User is not permitted to reproduce or duplicate the Application in any way, introduce it into circulation, lend or rent it, or publicly distribute the Application in any way, especially on teleinformatics networks, except as legally permitted.

VI. RESPONSIBILITY OF THE OPERATOR AND COMPLAINT PROCEDURE

1. The operator performs technical supervision over the functioning of the Application, ensuring its proper operation, handling user reports, fixing Application flaws, and taking actions to improve its functionality.
2. The operator does not guarantee constant and flawless operation of the Application. However, the operator exercises due diligence to enable smooth functioning of the Application.
3. The operator is only liable for intentional acts or omissions. In particular, the operator is not responsible for services or other internet applications and services provided by third parties, as well as for limitations or technical issues in the teleinformatics systems used by the user to access the Application.
4. Disruptions in the functioning of the Application can be reported by users by notifying the operator of the malfunction via email, sending a message to contact@marinehub.eu.
5. Complaints will be promptly reviewed by the operator's support team within a period not exceeding 14 days from the submission of the complaint. However, the operator reserves the right to leave complaints unanswered if they pertain to malfunctions resulting from unfamiliarity with the Terms and Conditions or failure of the user to comply with the instructions provided to them through the Service or directly by the operator.

VII. PERSONAL DATA PROTECTION

According to Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union L 119, p. 1) - hereinafter referred to as GDPR - the Operator informs that:

1. The data controller of personal data is MarineHub Sp. z o.o. , 20-704 Lublin, ul. Skromna 5/5.



2. For any questions regarding personal data or the exercise of data subject rights, please contact us at the email address: contact@marinehub.eu.
3. The personal data will be processed:
 - a) for the purpose of concluding or performing a contract based on Article 6(1)(b) of the General Data Protection Regulation of 27 April 2016,
 - b) Personal data will also be processed for the purpose of pursuing claims based on Article 6(1)(f) as necessary for the purposes of legitimate interests pursued by the data controller; the legitimate interest of the data controller is the ability to pursue claims.
4. The recipients of personal data will be entities authorised to obtain personal data based on legal provisions. Additionally, the data may be transferred to entities processing personal data on behalf of the data controller, including IT service providers and entities processing data for debt collection purposes.
5. Personal data will be stored for a period defined by law.
6. The user has the right to request access to personal data, the right to rectification, erasure, or restriction of processing, the right to object to processing, the right to data portability, and the right to withdraw consent at any time.
7. The user has the right to lodge a complaint with the supervisory authority, the Office for Personal Data Protection.
8. Providing personal data is mandatory based on legal provisions, while the remaining scope is voluntary.
9. Personal data will not be transferred to any recipients and will not be processed in an automated manner or subject to profiling.

VIII. FINAL PROVISIONS

1. The Operator is based in Poland. The service operates in accordance with the provisions of the universally applicable law in Poland.
2. The Operator reserves the right to amend the Terms and Conditions. Users will be notified of any changes to the Terms and Conditions through a relevant message posted in the Application.
3. The Terms and Conditions come into effect on the day of their publication on the Service.