



Nehalo Terms of Use

Version and effective date: [[effective date]]

This is a translation of the Dutch terms of use, which are the authoritative text. Where the two differ, the Dutch text prevails (Article 12.4).

The Nehalo service is provided by Hugir B.V., registered with the Dutch Chamber of Commerce under number 96766794. These terms of use apply to every use of the service.

Article 1. Definitions

- 1.1. **Hugir:** Hugir B.V., the provider of the Service.
- 1.2. **Service:** Nehalo, consisting of the application, the website, and the associated functionality, in every form and on every device on which Hugir offers it.
- 1.3. **User:** the natural person who uses the Service.
- 1.4. **Account:** the personal access to the Service that Hugir grants to the User.
- 1.5. **Terms of Use:** the provisions in this document.
- 1.6. **Safety Statement:** the statement on the nature and limitations of the Service, published at nehalo.com/safety.
- 1.7. **Agreement:** the agreement between Hugir and the User on the use of the Service, of which these Terms of Use and the Safety Statement form part.

Article 2. Applicability and formation

- 2.1. The Agreement is formed when the User accepts these Terms of Use when creating an Account. Hugir records which version of the Terms of Use the User accepted.
- 2.2. The User acknowledges the Safety Statement separately before using the Service for the first time. Hugir records this acknowledgement as well.
- 2.3. The Agreement is concluded electronically through the Service's registration page. The Terms of Use and the Safety Statement can be consulted, saved, and printed at any

time at nehalo.com/terms and nehalo.com/safety; the version the User accepted remains available at a fixed address.

Article 3. Nature of the Service

3.1. The Service shows information about conditions on the water, compiled from third-party data. The Service is an aid and must not be used as the primary means of navigation; the Service is not an official nautical chart and does not replace official charts and publications. The Safety Statement describes this nature and these limitations in more detail.

3.2. Hugir selects the data sources used with care and states in the Service which sources are used. Third-party data may nevertheless be inaccurate, incomplete, delayed, approximate, or derived from models. Hugir does not warrant the accuracy, completeness, or currency of this data. No rights can be derived from the information shown in the Service.

3.3. Hugir determines the content, form, and scope of the Service and may adjust, extend, or limit it at any time.

3.4. Hugir may offer the Service or parts of it free of charge or for a fee. Article 13 applies in addition to paid parts.

3.5. The Service is directed at use in the Netherlands and the other member states of the European Economic Area. Hugir does not direct the Service at users outside that area.

Article 4. Account

4.1. Hugir determines to whom an Account is granted and may limit the granting of Accounts.

4.2. An Account is personal and non-transferable. The User keeps the means of access to the Account, such as sign-in codes and signed-in devices, confidential and does not make them available to others. The User notifies Hugir without delay of any suspected misuse.

4.3. The User is responsible for all use of the Service made through the Account, unless that use cannot be attributed to the User.

Article 5. Rules of use

5.1. The User is not permitted to use the Service in a manner that is contrary to the law, to these Terms of Use, or to the rights of third parties.

5.2. In particular, the User is not permitted to:

- a. disrupt or circumvent the operation, security, or availability of the Service, or test them without Hugin's prior consent;
- b. retrieve or collect data from the Service by automated means;
- c. reproduce, redistribute, or resell data from the Service, or offer it as a service of the User's own;
- d. act contrary to the terms of the data sources that Hugin names in the Service, or remove or alter the accompanying attribution.

5.3. Hugin may take all measures it reasonably deems necessary to prevent, end, or limit a breach of these rules of use, including temporarily or permanently denying access.

Article 6. Intellectual property

6.1. All intellectual property rights in the Service, the associated software, the design, and the Hugin name and mark are vested in Hugin or its licensors.

6.2. For the duration of the Agreement, the User obtains a personal, non-exclusive, and non-transferable right to use the Service for the User's own purposes, through the applications offered by Hugin and in accordance with these Terms of Use.

6.3. The right of use does not include the commercial exploitation of the Service or of data from the Service. Passing on data, integrating the Service into other products or services, offering the Service to third parties, and use outside the applications offered by Hugin require a separate written agreement with Hugin.

6.4. Third-party data included in the Service remains subject to the terms of the respective sources.

Article 7. Availability and maintenance

7.1. Hugin will use reasonable efforts to keep the Service available, but gives no guarantee of uninterrupted availability or error-free operation.

7.2. Hugin may temporarily take the Service offline for maintenance, adjustment, or improvement, and may discontinue parts of the Service or the Service as a whole. Where reasonably possible, Hugin announces significant changes in advance.

Article 8. Liability

8.1. The User is responsible for their own decisions and conduct on and around the water. Use of the Service contrary to Article 3.1 or to the Safety Statement is at the

User's own expense and risk.

8.2. To the extent permitted by law, Hugir is not liable for loss or damage arising from the use of the Service, from the inability to use the Service, or from inaccurate, incomplete, or missing information in the Service. Subject to Article 8.3, liability for indirect or consequential loss is excluded.

8.3. The limitations in this article do not apply to loss or damage resulting from intent or deliberate recklessness on the part of Hugir, nor to liability that cannot be limited or excluded under mandatory law. Rights to which the User is entitled as a consumer under mandatory law remain fully in force.

Article 9. Personal data

9.1. Personal data is processed when the Service is used. How Hugir handles it is described in the privacy statement at nehalo.com/privacy.

Article 10. Term and termination

10.1. The Agreement is entered into for an indefinite period. A paid subscription runs for the term set out in Article 13.3.

10.2. The User may terminate the Agreement at any time by deleting the Account.

10.3. Hugir may terminate the Agreement or suspend the Account if the User acts contrary to these Terms of Use, if Hugir is legally required to do so, or if Hugir discontinues the Service.

10.4. Upon termination, the right of use lapses and the Account's data is deleted in accordance with the privacy statement.

Article 11. Amendment of the Terms of Use

11.1. Hugir reserves the right to amend these Terms of Use. An amended version receives a new effective date and is published at nehalo.com/terms. The version the User accepted remains available at a fixed address.

11.2. In the event of a material amendment, Hugir asks the User to accept the amended Terms of Use before continuing to use the Service. If the User does not accept the amended terms, the User may terminate the Agreement in accordance with Article 10.

Article 12. Other provisions

12.1. The Agreement is governed by Dutch law. If the User, as a consumer, lives in another country of the European Economic Area, this choice does not affect the

protection the User enjoys under mandatory provisions of the law of that country.

12.2. The parties will first try to resolve any dispute between themselves; the User may contact support@nehalo.com for this purpose. Disputes that cannot be resolved in this way will be brought before the competent court in the Netherlands, unless mandatory law provides otherwise.

12.3. If any provision of these Terms of Use proves to be void or is annulled, this does not affect the validity of the remaining provisions. In that case the parties agree on a new provision that comes as close as possible to the purport of the original provision.

12.4. These Terms of Use have been drawn up in the Dutch language. If Hugir makes a translation available, the Dutch text prevails in the event of differences between the Dutch text and the translation.

Article 13. Paid subscriptions

13.1. A paid part of the Service requires a separate order. Before the order, Hugir shows the price including VAT per billing period, the term, the payment method, and the conditions for cancellation. The order is concluded only after the User has expressly confirmed that it entails an obligation to pay. Hugir confirms the order by email, together with the text of these Terms of Use.

13.2. The User may withdraw from the order within fourteen days of its conclusion without giving a reason, via support@nehalo.com or via the Account settings. Where the User asks Hugir to make the paid part available immediately, the User pays, on withdrawal, a proportionate part of the price for the period in which the part was available.

13.3. A subscription is entered into for the term stated at the order and is then continued for an indefinite period. After that continuation, the User may cancel the subscription at any time with a notice period of no more than one month, in the same way the subscription was taken out, that is, via the Account. Hugir applies no longer notice period than the User.

13.4. Hugir may run temporary promotions and trial offers, in any form, such as a free or reduced first period, a promotional price, or a combination of parts. The conditions of a promotion or trial offer, including its duration, who is eligible, and the price that applies afterwards, are stated with the offer. After the promotion or trial period, the price stated with the offer applies. A User with a current subscription derives no rights from a promotion or trial offer: there is no claim to the promotional price, to a refund, or to a change of the current subscription. Hugir may, at its own discretion, also apply a promotion to current subscriptions; the conditions stated with the offer then apply as well.

13.5. Hugir may change the price of a subscription. Hugir announces a price change by email at least one month before it takes effect. The User may cancel the subscription before that date without the change applying.

13.6. The paid part conforms to the description given at the order and to what the User may reasonably expect of it. Where it does not, the User has the rights the law grants to consumers.

13.7. When the subscription ends, free access to the Service continues, unless the Agreement is also terminated in accordance with Article 10.