

Last updated (29.03.2024 - v1.1.4)

Please read these terms and conditions ("terms and conditions", "terms") carefully before using app.mooredsolutions.com website ("website", "service") operated by Moored Solutions LTD ("us", "we", "our").

"The provider" refers directly to Moored Solutions LTD and any of its child subsidiaries and products.

"The system" refers directly to any and all software, hardware and objects that the user can interact with to complete tasks, including but not limited to making bookings, payments and account adjustments.

"The platform" refers to the software subset of the system.

"The user" refers directly to the person that has registered to the platform.

"The client" refers to any clients of the provider. This includes but is not limited to hotels, harbours, and/or marinas.

"Transaction" refers to any method of use of the platform that should involve booking, reservation or payment.

"Request" refers to any other interaction with the system.

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to stop using the platform accordingly. Moored Solutions LTD only grants use and access of this website, its products, and its services to those who have accepted its terms.

Section 1 - Terms of use

1.1 - Account

1.1.1 - Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older.

1.1.2 - The user must provide accurate, current, and complete information during registration and keep your account information up-to-date.

1.1.3 - The user may not transfer their account to anyone else.

1.1.4 - The user must notify the provider if they suspect that their credentials have been lost, stolen, or their account is otherwise compromised.

1.1.5 - The user is responsible and liable for activities conducted through their account, unless such activities are not authorised by the user and the user is not otherwise negligent (such as failing to report the unauthorised use or loss of account credentials).

1.2 - Privacy

1.2.1 - By creating an account with the provider, the user agrees to the provider's [privacy policy](#).

1.2.2 - By creating an account, the user consents to being contacted through any contact methods provided.

1.3 - Responsibility

1.3.1 - The user is expected to be able to access the inbox of the email they registered with

1.3.2 - The user is responsible for keeping up to date with all contact from the provider and the system. All contact will be sent to the user's email address, sometimes in conjunction with other methods of contact.

1.3.3 - The user must respond to any contact from the provider or the client within thirty (30) days of the correspondence being sent.

1.3.4 - The user is responsible for ensuring that payments through the system's payment provider, Stripe, are successful. In the event of multiple failed payment submissions, the intent will be cancelled and the system reserves the right to cancel the users booking.

1.3.5 - You are solely responsible for your account and the security and privacy of your account.

1.4 - Support

1.4.1 - In the event of the user requesting support for the platform, they must use dedicated support features for their request. Otherwise, the user may contact support@moored.to with their request. The support request will be replied to at the provider's discretion.

1.5 - Malicious behaviour

1.5.1 - The user is not to act with the intent to disrupt, destroy or modify the functionality of the system. The user is not to attempt to modify the data belonging to another account.

1.5.2 - The user must enter correct information on the platform when making a transaction or request.

1.6 - Physical World

1.6.1 - The user is responsible for any and all actions taken in the physical world, understanding their responsibilities of operating a vessel are by no means changed or reduced by the platform.

1.6.2 - The provider is not liable for any damage to or loss of personal belongings, infrastructure, vessels or any other item.

1.6.3 - The provider is not responsible for any death or injury caused to any person using the system.

1.7 - Intellectual property

1.7.1 - All content published and made available on our site is the property of Moored Solutions LTD or partners.

Section 2 - Terminations

2.1 - The provider

2.1.1 - The provider reserves the right to suspend or terminate any account along with its booking reservations at its discretion. Reasons may include but are not limited to the user has been found to be in violation of any provision in section 1 or other agreements from the provider.

2.2 - The user

2.2.1 - The user has a right to delete their account from the system, which will anonymise any and all occurrences of their personal information. All outstanding bookings will be anonymised and not eligible for refund. Boat information for reservations may still be held and visible to the client. The user deleting their account will result in the termination of this agreement.

2.2.2 - The user has the right to request deletion of remaining boat details.

Section 3 - Third-party services

3.1 - Links

3.1.1 - The platform may contain links to third-party websites, applications, services or resources ("Third-Party Services") that are subject to different terms and privacy practices. The provider is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

Section 4 - Terms

4.1 - Modification of these terms

4.1.1 - When the provider proposes changes to these terms, they will post the revised terms on the system and update the "Last Updated" date at the top of these terms. Notice of the proposed changes will be given by email notifications, through the platform, or any other contact method made available and selected by you at least thirty (30) days before the date they become effective. If the proposed changes to these terms are material, the user will be asked to explicitly accept the revised terms. Such notice will also inform the user about their right to reject the proposed changes, the timeframe to do so, and their right to terminate the agreement at any time before the effective date of the proposed changes as provided in these terms. In case of (i) non-material changes to these terms which do not affect its essential provisions, in particular, provisions defining the nature and scope of the services provided by the provider, or (ii) changes that are required by law, a legally binding court decision, or binding order of a competent

authority, your continued use of the platform after the effective date of the proposed changes will constitute acceptance of the revised terms.

4.1.2 - 4.1.1 applies to the privacy policy and any other terms the user agrees to upon registration.

4.1.3 - Consumer Protection Law Where the Sale of Goods Act 1979, the Consumer Rights Act 2015, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

4.1.4 - Moored Solutions LTD and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

4.1.5 - Except where prohibited by law, by using this Site you indemnify and hold harmless Moored Solutions LTD and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

4.1.6 - These Terms and Conditions are governed by the laws of the Country of England.

Section 5 - Disputes

5.1 - Initiating a dispute

5.1.1 - A dispute can be made when either the user or the provider is found to be in violation of this agreement.

5.2 - Class actions and Representative Proceedings

5.2.1 - The user and the provider acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, or any other representative or consolidated proceeding.

5.3 - Mass actions

5.3.1 - The user and the provider acknowledge and agree that the relative benefits and efficiencies of arbitration may be lost when 100 or more disputes are filed within 180 days which (1) involve the same or similarly situated parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, alleged violations or

events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or coordinated counsel for the parties (“**Mass Action**”). Accordingly, the user and the provider agree to waive the right to have any dispute administered, arbitrated, or resolved as part of a Mass Action.