

# Terms of Service

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## 1. Introduction

These Terms of Service govern access to and use of YachtCloud's website, online shop, software products, hardware products, applications, support services, server-related services, documentation, and related services. The website is located at <https://yachtcloud.com/>.

YachtCloud is operated by YachtCloud B.V., located at Van Nelleweg 1-3521, 3044 BC Rotterdam, Netherlands (Chamber of Commerce (KVK) number: 59889829; VAT number: NL 8536 82 963). References to "YachtCloud", "we", "us" or "our" mean YachtCloud B.V. References to "customer", "you" or "your" mean the person or organisation accessing the website, purchasing products, using services, or acting through authorised users.

By accessing the website, placing an order, accepting a quote, using a product, creating an account, activating software, or continuing to use our products or services, you agree to these Terms and any documents incorporated by reference.

## 2. Related documents and order of priority

These Terms should be read together with our Privacy Policy, Cookie Policy, Acceptable Use Policy, Refund and Return Policy, Shipping Policy, Software Licence Agreement, Service Level Agreement, Hardware Warranty Policy, Data Processing Agreement, and any quote, invoice, proposal, order form, support agreement or signed customer contract that applies to the relevant product or service.

If there is a conflict between these Terms and a specific signed agreement, quote, proposal or order form agreed with you, the specific signed agreement, quote, proposal or order form will take priority for that specific transaction, unless applicable law requires otherwise.

## 3. Products and services

YachtCloud provides luxury technology products and services for superyachts, residences, hotels, corporate environments and other high-end settings. Products may include GEST, GEST Connect App, OMNIYON, ECHO, CrewBoard, LaundryBoard and YIS, related apps, software modules, hardware, accessories, servers, integrations, support, licences, documentation, deployment and configuration services.

Some products may be purchased through the website. Other products require direct contact, technical review, a proposal, a quote, an invoice, or a separate customer agreement before purchase. Product availability, specifications, pricing, support scope, warranty terms and delivery details may vary by product and customer project.

## 4. Customer types and authority

Our customers may include businesses, yacht owners, yacht managers, captains, crew, shipyards, hotels, residential clients, designers, dealers, integrators, installers and private consumers. If you buy or use our products on behalf of another person, vessel, property, organisation, owner or client, you confirm that you have authority to do so and to bind that person or organisation where applicable.

You are responsible for ensuring that all information you provide to us is accurate, complete and current, including information about your vessel, property, project, network, devices, installation environment, integrations and intended use.

## 5. Orders, quotes and payment

Prices are generally stated excluding VAT, shipment, customs duties, import fees and other local charges unless expressly stated otherwise. Additional charges may apply for shipping, expedited delivery, custom development, custom integrations, onsite work, travel, accommodation, customs-related costs, additional support, after-hours support or services outside the agreed scope.

For products purchased by quote or proposal, the sales team may issue a proposal or quote. After acceptance, the finance team may issue a payment request and invoice. Products may require full payment upfront, deposit, milestone payment, or other payment structure stated in the relevant quote or agreement.

We may refuse, cancel, or decline an order or project if we determine that the requested product, integration, customisation, installation, development or use case is not technically feasible, not commercially viable, outside our roadmap, unlawful, unsafe, or outside our agreed scope.

Product information, availability, specifications, prices and delivery estimates may change. We may correct obvious pricing, availability or description errors before accepting or fulfilling an order, and we will notify the customer where a correction materially affects the order.

## 6. Licences, subscriptions and renewals

Software access is subject to the applicable Software Licence Agreement. Software may be provided through recurring licences, yearly licences, subscriptions, cloud services, local deployments, virtual servers, product-specific access rights or agreed customer contracts.

Unless expressly agreed otherwise, software licences are non-exclusive, revocable, non-transferable except with our approval, and limited to the vessel, property, system, product, module, account or customer scope agreed with YachtCloud. By Year 2, yearly licences, support arrangements and related agreements may need to be renewed.

## 7. Accounts and authorised users

Customers may receive admin accounts or access credentials that allow them to add, manage or invite users. Customers are responsible for their users, including staff, crew,

guests, contractors, service providers, visitors and other authorised users. Customers are responsible for removing users who no longer need access.

You must keep access credentials secure and must not use the products in a way that exceeds the agreed licence, vessel, property, system, account or technical scope. We may suspend or restrict access for non-payment, misuse, security concerns, breach of these Terms, breach of the Software Licence Agreement, technical risk, or unlawful use.

## **8. Hardware, custom products and warranty**

Hardware may include GEST products and related hardware, servers, NUC devices, shields, storage servers, transcoder servers, players, charging accessories and other YachtCloud-supplied equipment. Hardware warranty rights are set out in the Hardware Warranty Policy and any applicable quote, invoice or mandatory consumer law.

Some products may be customised, engraved, configured, installed, adapted or prepared specifically for the customer. Customised products may not be eligible for return or cancellation except where required by law or where the product is defective under the applicable warranty.

## **9. Delivery and shipping**

Shipping terms are set out in the Shipping Policy. Unless expressly stated otherwise, customers are responsible for shipping costs, customs duties, import VAT, taxes, brokerage fees and local charges. Customers must ensure that the delivery address, recipient availability and import requirements are accurate and suitable for the goods being delivered, including products labelled UN 3481 where applicable.

Some hardware or accessories may contain lithium-ion batteries or be shipped with lithium-ion batteries packed with equipment. Customers must be able to receive packages labelled UN 3481 where applicable and must cooperate with any carrier, customs or import requirements.

## **10. Returns, refunds and cancellations**

Returns, refunds and cancellations are governed by the Refund and Return Policy, applicable quotes, product-specific terms and mandatory consumer rights. Software, digital services, licences, support contracts, custom development, custom integrations, activated services, deployed products and customised goods may be non-refundable unless required by law or expressly agreed in writing.

If you are a consumer, nothing in these Terms limits any mandatory withdrawal, conformity, refund, warranty or other statutory rights that apply to your purchase. For digital content or digital services, where permitted by law, access or performance may begin after your express consent and acknowledgement that statutory withdrawal rights may be affected.

## **11. Installation, setup and handover**

YachtCloud may provide remote setup, onboarding, configuration, technical handover, training, documentation and, where agreed, onsite installation support. Installation may also be performed by third-party integrators, dealers, partners, contractors or customer-appointed parties.

Customers are responsible for preparing the installation environment, local infrastructure, networks, devices, internet connectivity, third-party accounts and access permissions unless expressly agreed otherwise. Delays caused by customer readiness, access restrictions, third-party contractors, network issues, customs, vessel availability or local conditions may affect delivery, deployment and support timelines.

## **12. Customer infrastructure and technical requirements**

Some products depend on customer-side infrastructure, including local networks, internet connections, onboard systems, servers, devices, browsers, operating systems, smart devices, third-party platforms and integrations. Customers are responsible for meeting technical requirements, maintaining their own infrastructure, and ensuring compatibility with their environment.

Local server deployments may continue to function offline depending on the product and setup. Cloud and SaaS products may require a stable internet connection. YachtCloud is not responsible for failures, delays, data loss, connectivity issues, performance issues or service interruptions caused by customer infrastructure, third-party systems, incorrect setup, unauthorised modifications or local environmental conditions.

## **13. Third-party services and integrations**

Products may interact with third-party services, platforms, APIs, streaming services, payment processors, cloud services, network equipment, onboard systems and customer-selected integrations. Third-party services are governed by their own terms and privacy policies.

Customers are responsible for maintaining third-party accounts, subscriptions, permissions, licences and integrations. YachtCloud does not guarantee that third-party systems will remain available, compatible, secure, supported or error-free. We may suspend, restrict or modify integrations where a third-party system fails, changes, becomes unavailable, creates a security risk or is no longer supported.

## **14. Operational use and safety disclaimers**

YachtCloud products may assist with operational efficiency, service management, communication, guest experience, internal organisation, crew and visitor management, network access, media control, floor plans, CCTV access, muster list features and related workflows. They are intended to assist, not replace, crew responsibility, professional judgement, emergency procedures, safety systems, regulatory compliance or manual backup procedures.

Customers remain responsible for maritime, hospitality, employment, privacy, safety, security and other operational obligations applicable to their own activities. Customers must maintain appropriate backup processes, manual procedures, alternative communication methods, access controls and internal operational controls.

## **15. Data, privacy and customer responsibilities**

Our handling of personal data is described in the Privacy Policy and, where applicable, the Data Processing Agreement. Customers are responsible for ensuring that they have the required rights, permissions, notices, legal bases and consents for any personal data, content, documents, images, videos, voice messages, location data, access logs, visitor records, user data or operational data they upload, manage or process through the products.

## **16. Intellectual property**

YachtCloud and its licensors own all rights, title and interest in and to the products, software, hardware designs, interfaces, documentation, product names, branding, website content, technical materials and related intellectual property. Customers retain ownership of their own data and content, subject to the rights needed by YachtCloud to provide, support, secure, maintain and improve the products and services.

You must not copy, modify, reverse engineer, decompile, disassemble, remove proprietary notices from, resell, sublicense or commercially exploit YachtCloud products except as expressly permitted by the Software Licence Agreement, applicable API terms or written agreement.

## **17. Confidentiality and publicity**

Customers may receive access to confidential information, including pricing, credentials, system access details, technical documentation, configuration details, security information, project details and non-public product information. Such information must not be disclosed except where authorised or necessary for the agreed project.

YachtCloud will not use a customer name, yacht name, owner identity, logo, image, project detail, case study or testimonial publicly without appropriate permission, especially where confidentiality or non-disclosure obligations apply.

## **18. Acceptable use**

You must comply with the Acceptable Use Policy. You must not use the products for illegal activity, unauthorised access, tampering, overuse beyond agreed limits, security abuse, intellectual property infringement, unauthorised sharing, privacy violations, harmful content, spam, malicious activity or any use that interferes with YachtCloud, other customers, third-party systems or end users.

## 19. Support and service levels

Support and service levels are set out in the Service Level Agreement, applicable support agreement, quote or customer contract. Response and resolution targets may depend on support tier, product type, severity, technical dependencies, third-party integrators, customer infrastructure, local network availability and customer cooperation.

## 20. Limitation of liability

To the maximum extent permitted by law, YachtCloud is not liable for indirect, incidental, special, consequential or punitive damages, including loss of profit, revenue, goodwill, business opportunity, data, use, expected savings, business interruption, downtime, guest dissatisfaction, operational inconvenience, missed service requests, communication delays, third-party failures or local infrastructure issues.

Where liability cannot be excluded, it will be limited to the maximum extent permitted by law and, where applicable, to the liability cap stated in the relevant quote, invoice, contract, licence, support agreement or policy. Nothing in these Terms limits liability that cannot be limited under applicable law.

Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, or any other liability that cannot be excluded or limited under applicable law.

## 21. Force majeure

We are not responsible for delay or failure caused by events beyond our reasonable control, including natural events, war, terrorism, labour disputes, customs delays, carrier delays, power outages, internet failures, third-party provider failures, cyber incidents, regulatory restrictions, vessel availability, supply chain issues, import restrictions, sanctions or other events outside our reasonable control.

## 22. Changes to these Terms

We may update these Terms from time to time to reflect changes to our products, business, legal obligations or operational requirements. Updated terms will be published on the website or notified through appropriate channels. Continued use of the website, products or services after updates take effect means you accept the updated terms, unless a signed agreement states otherwise.

## 23. Governing law and disputes

These Terms are governed by the laws of the Netherlands. The parties will first try to resolve disputes through good faith negotiation. If a dispute cannot be resolved by negotiation, the parties may use arbitration or another agreed dispute resolution process where applicable, without limiting any mandatory rights that apply under consumer or data protection law.

## **24. Contact**

For questions about these Terms, contact YachtCloud at [info@yachtcloud.com](mailto:info@yachtcloud.com) or [support@yachtcloud.com](mailto:support@yachtcloud.com).