SMEATON

Terms of Service

For use of the Smeaton platform

These Terms of Service ("Terms") govern access to and use of the Smeaton application, NFC patrol verification system, and related scoring and reporting features (the "Service"), provided by Bolt Tail Technologies Ltd, UK company number 17174214 ("Smeaton", "we"). By subscribing to or using the Service, the customer ("Customer", "you") agrees to these Terms.

1. The Service

Smeaton provides NFC-tag-based verification that safety patrols have been carried out on board a vessel or at a site, together with performance scoring (including the Smeaton Index and related sub-scores) and reporting tools. Smeaton is a verification and reporting tool; it does not itself provide security personnel, guarding services, or a guarantee of vessel security or safety.

2. Subscription, pricing, payment and term

2.1 Subscription Fees. The Subscription Fees are based on the vessel's length overall (LOA) and are set out in the applicable order form or in Smeaton's published pricing schedule (the "rate card"). The rate card is currently structured as a monthly fee of £150 for vessels with an LOA of up to 24m, plus £8 for each metre (pro rata for part metres) by which the vessel's LOA exceeds 24m, with the total monthly fee rounded to the nearest £5. There is no setup fee. Custom pricing arrangements (such as volume or partner discounts) will be set out in a separate order form or licence schedule and, where they conflict with these Terms, the order form prevails for that Customer. The fees payable from time to time under this clause 2 are the "Subscription Fees".

2.2 Vessel details and length. At account setup the Customer must provide the vessel's IMO number, where it has one. Smeaton calculates the Subscription Fees using the vessel's length overall (LOA) as shown in the vessel's official registration documents or in the ship registers and databases Smeaton reasonably relies on for that IMO number. If the vessel has no IMO number, the Customer must instead provide its official registration number and a copy of the certificate of registry or survey showing its LOA. The Customer must tell Smeaton promptly if the vessel's LOA changes or if any vessel details it provided were incorrect. Smeaton may adjust the Subscription Fees from the next billing date to reflect the correct LOA and may invoice any underpayment for the period since the Effective Date. If the Customer believes the LOA Smeaton has used is wrong, it may send official documents showing the correct LOA, and Smeaton will review them.

2.3 Billing and payment. Subscription Fees are payable in pounds sterling and are exclusive of VAT, which will be added at the applicable rate. Subscription Fees are billed monthly in advance. The Customer must provide valid payment details at account setup and authorises Smeaton (or its payment provider) to collect the Subscription Fees using them on each billing date.

2.4 Late payment. If Smeaton has not received payment within 14 days after the due date, Smeaton may, on notice and without liability, suspend the Customer's access to all or part of the Service until all overdue amounts are paid, and may charge interest on overdue amounts at the rate provided by the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment is made.

2.5 Term, minimum commitment and renewal. The subscription starts on the earlier of the date the Customer accepts these Terms and the date it first uses the Service (the "Effective Date") and is subject to a minimum commitment of 12 months from the Effective Date (the "Minimum Term"). During the Minimum Term the Customer remains liable for the monthly Subscription Fees for each month of the Minimum Term, regardless of whether it continues to use the Service, subject to clause 9. After the Minimum Term the subscription

continues from month to month (each month a "Renewal Period") until cancelled under clause 2.6 or terminated under clause 9.

2.6 Cancellation. The Customer may cancel by giving notice through the Smeaton console or by email to hello@smeatondata.com. If notice is given during the Minimum Term, cancellation takes effect at the end of the Minimum Term, the Customer keeps access until then, and it must continue to pay the monthly Subscription Fees on the usual billing dates until then; no lump-sum payment of the remaining balance is due. If notice is given after the Minimum Term has ended, it must be given before the next monthly billing date and cancellation takes effect at the end of the then-current month. The Customer is not entitled to a refund of Subscription Fees for any unexpired part of a month or of the Minimum Term, except as stated in clause 9.

2.7 Annual indexation. On each anniversary of the Effective Date (each an "Indexation Date"), the Subscription Fees, including the base monthly fee and the per-metre uplift rate, will increase by the percentage change in the Consumer Prices Index (CPI), as published by the Office for National Statistics, over the 12 months ending with the most recent month for which CPI was published at least 30 days before the Indexation Date. If that percentage is zero or negative, the Subscription Fees will stay the same. If CPI ceases to be published or its basis of calculation changes materially, Smeaton may use the index that replaces it or, if there is none, the most closely comparable official measure of UK consumer price inflation. The increased base monthly fee and per-metre uplift rate are not rounded and are carried forward in full for future indexation, and the total monthly price is rounded to the nearest £5 as described in clause 2.1. The increase takes effect from the first billing date on or after the Indexation Date. Smeaton will use reasonable endeavours to notify the Customer of the new Subscription Fees at least 30 days before the Indexation Date, but a delay or failure to notify does not prevent the increase taking effect, and fees already paid are not recalculated.

2.8 Other price changes. In addition to clause 2.7, Smeaton may change the Subscription Fees payable by the Customer, including by changing the rate card as it applies to the Customer, with effect from the start of any Renewal Period by giving the Customer at least 30 days' written notice. No change under this clause applies during the Minimum Term. If the Customer does not agree with the change, it may cancel under clause 2.6 by giving notice before the change takes effect, and the cancellation will then take effect on the day before the change takes effect, so the changed Subscription Fees will not apply to it.

2.9 Trials and pilots. Where Smeaton agrees in an order form to provide a free trial or paid pilot, the Service is provided on these Terms for the trial or pilot period stated. Unless the order form says otherwise, the subscription converts to a paid subscription at the end of the period at the then-current Subscription Fees unless the Customer cancels before the period ends. The Minimum Term begins on the date the paid subscription starts

3. Data protection

Each party will comply with applicable data protection law. Where Smeaton processes personal data on the Customer's behalf, the parties' obligations are set out in the Data Processing Agreement, which is incorporated into these Terms by reference. The Customer is responsible for ensuring it has an appropriate lawful basis and has informed crew members and other data subjects about the use of the Service, including via appropriate on-board notices or contracts of employment.

4. Access roles and data visibility

The Service supports role-based access as follows: (a) all crew members may view which named individual completed each patrol round, including timing and tag condition reports, as a shared operational record; (b) captains and designated on-board security managers may additionally view individually identifiable performance scores calculated from that data; and (c) owners, charter companies, brokers, marinas, and insurers granted access receive aggregated or anonymised reporting only, unless the Customer specifically instructs otherwise for a defined purpose. Full detail is set out in the Data Sharing and Third-Party Disclosure Policy, incorporated by reference.

5. Customer responsibilities

Provide accurate account and vessel information.

Ensure crew members are appropriately informed about the Service in line with applicable employment and data protection law.

Manage user accounts and permissions responsibly, including promptly removing access for crew or staff who leave the vessel or organisation.

Not use the Service for any purpose other than legitimate security patrol verification and related reporting.

The Customer may designate one or more users (for example, the vessel's Captain) as Admin users, and authorises each Admin user to act on the Customer's behalf in managing the vessel's user accounts and permissions on the Service, including adding and removing crew users and assigning roles. The Customer remains responsible for the acts and omissions of its Admin users, and for ensuring that Admin rights are reassigned promptly when an Admin user leaves the vessel or is rotated out. Smeaton may rely on any instruction given through an Admin user's account as an instruction of the Customer.

6. Intellectual property

Smeaton retains all rights in the Service, including the app, scoring methodology, and the Smeaton Index and related sub-score names and calculations. The Customer receives a non-exclusive, non-transferable licence to use the Service for the term of the subscription, subject to any separate licensing or exclusivity terms agreed in an order form.

7. Availability and support

Smeaton will use reasonable endeavours to maintain Service availability but does not guarantee uninterrupted access.

The Customer must ensure that users access the Service only through a current, supported version of the Smeaton application. Smeaton may release mandatory updates from time to time, including for security, compliance, or core functionality reasons, and may restrict or suspend access for any device running a version of the app below the minimum supported version, having given reasonable notice where practicable. Smeaton is not liable for any interruption to the Service arising from a Customer's or user's failure to install a required update.

Smeaton may carry out planned maintenance and will use reasonable endeavours to give advance notice of it. The Service depends on internet and other communications networks, which may be limited or unavailable at sea. The app can record patrol activity while a device is offline, but only for a limited period (as stated in the app or in Smeaton’s documentation from time to time), and a connection is required to synchronise that data with the Service. Until patrol data has synchronised, it will not appear in the console, reports or scores, and scores and reports will update only once it has. The Customer is responsible for making sure devices reconnect within the permitted offline period. Smeaton is not responsible for delays, failures, gaps in data or loss resulting from communications networks, from a device being lost, damaged or unable to connect, or from data not being synchronised in time.

8. Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by law. Subject to that, Smeaton's total liability arising out of or in connection with the Service is limited to the fees paid by the Customer in the [12] months preceding the claim, and Smeaton excludes liability for indirect or consequential loss, and for loss of profits, business, goodwill or anticipated savings, and loss or corruption of data.

The Customer is responsible for the results it obtains from the Service and for the conclusions it draws and decisions it makes using them, and for the accuracy of information it supplies. To the extent permitted by law,

the Service is provided on an "as is" basis and all warranties, conditions and other terms implied by statute or common law are excluded.

8A. Role in relation to insurance and underwriting decisions

The Customer acknowledges that Smeaton provides verified patrol data, scoring, and reporting only, and does not provide insurance, underwriting, risk assessment, or advisory services of any kind. Smeaton's data and scores are intended to support and inform the Customer's own risk conversations with brokers, underwriters, or insurers, and are not a substitute for professional underwriting judgement. Smeaton makes no representation or warranty that any score, report, or data output will result in any particular insurance outcome, including but not limited to premium levels, coverage terms, or claims decisions. Any decision made by an insurer, broker, or underwriter in reliance on Smeaton's data, whether relating to underwriting, pricing, claims handling, or otherwise, is made independently by that party, and Smeaton accepts no liability for such decisions.

9. Termination

9.1 Ending the subscription. The subscription ends when a cancellation by the Customer under clause 2.6 takes effect, when notice given by Smeaton under clause 9.2 expires, or when either party terminates under clause 9.3. References in these Terms to termination include the subscription ending in any of those ways.

9.2 Notice by Smeaton. After the Minimum Term, Smeaton may end the subscription by giving the Customer at least [30] days' written notice. Smeaton may not do so during the Minimum Term except under clause 9.3.

9.3 Termination for cause. Either party may terminate immediately by written notice if the other party commits a material breach that is not remedied within 30 days of written notice, or becomes insolvent or enters administration, liquidation or a similar process, or as otherwise set out in the order form.

9.4 Fees on termination. If the Customer terminates under clause 9.3 for Smeaton's uncured material breach, it is not liable for Subscription Fees falling due after termination, including for the remainder of the Minimum Term, and Smeaton will refund Subscription Fees paid for any period after termination. If Smeaton terminates under clause 9.3 for the Customer's breach, the monthly Subscription Fees for the remainder of the Minimum Term remain payable on the usual billing dates. Except as stated in this clause 9.4, Subscription Fees already paid are not refundable.

9.5 Consequences. When the subscription ends for any reason, the Customer's right to use the Service ends, Smeaton will make Customer Data available for export for 30 days and will then delete or anonymise it in line with the Data Processing Agreement, and rights and liabilities that have already accrued are unaffected.

10. Governing law and disputes

These Terms are governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising out of or in connection with these Terms.

Before commencing formal proceedings, the parties will first attempt to resolve any dispute through good-faith negotiation between senior representatives of each party, for a period of at least 30 days from the date one party notifies the other of the dispute in writing. If the dispute is not resolved within that period, either party may proceed to litigation in the courts of England and Wales as set out above.

11. Execution and acceptance

These Terms, together with the Data Processing Agreement and the Data Sharing and Third-Party Disclosure Policy (each incorporated by reference), are presented to the Customer at account setup on the Smeaton web platform. The Customer's authorised representative (for example, an owner's representative, management company administrator, or insurer setting up access) must affirmatively accept these documents by ticking a

clearly labelled acceptance box before an account can be created, having been given the opportunity to review each document in full (including by downloading a copy). The person accepting warrants that they have authority to bind the Customer to these Terms. Smeaton will retain a timestamped record of the version of each document accepted, the identity of the person accepting, and the date and time of acceptance, for the duration of the Customer relationship and for 36 months afterwards. This constitutes valid electronic execution of a binding agreement between the Customer and Smeaton; no separate wet-ink signature is required.

Crew members, guards, and other end users who access the Service via the app are not party to these Terms. Their relationship to the Service is governed by the Privacy Policy, which is presented to them on first login as a notice, not a contract, in accordance with Clause 4 above and the Data Sharing and Third-Party Disclosure Policy.

Where the Customer's registered business address falls outside the UK and EEA and is not covered by a UK adequacy decision, account activation is conditional on the execution of an appropriate international data transfer mechanism (such as a UK International Data Transfer Agreement) in accordance with Section 3A of our Privacy Policy and Clause 7 of the Data Processing Agreement. Smeaton will notify the Customer where this applies and will provide the relevant document for signature before full account access is granted.

12. Confidentiality

12.1 Each party must keep the other's Confidential Information confidential, use it only to perform its obligations or exercise its rights under these Terms, and not disclose it except to its employees, officers, professional advisers and permitted subcontractors who need to know it and are bound by equivalent confidentiality obligations.

12.2 "Confidential Information" means information that is marked or would reasonably be understood to be confidential. The Customer's Confidential Information includes its Customer Data. Smeaton's Confidential Information includes the Smeaton scoring methodology, the workings of the Service and the results of any performance testing of it.

12.3 Confidential Information does not include information that is or becomes public other than through breach of these Terms, was lawfully known to the recipient before disclosure, is lawfully received from a third party without restriction, or is independently developed by the recipient.

12.4 A party may disclose Confidential Information where required by law, a court or a regulator, giving the other party as much notice as the law allows. The Customer may share reports and scores produced by the Service with its brokers, insurers and other advisers for risk-assessment purposes in line with the Data Sharing and Third-Party Disclosure Policy, but must not disclose Smeaton's scoring methodology.

12.5 This clause continues to apply after these Terms end.

13. Customer data and aggregated data

13.1 Ownership and licence. As between the parties, the Customer owns the data it or its users enter into the Service and the patrol data recorded through its use of the Service ("Customer Data"), and is responsible for its legality and accuracy. The Customer grants Smeaton a licence, for the term of the subscription and as needed afterwards to comply with these Terms, to use Customer Data to provide, secure, support and improve the Service and to create Aggregated Data under clause 13.4. Personal data within Customer Data is handled in accordance with the Data Processing Agreement.

13.2 Loss of data. If Customer Data is lost or damaged, Smeaton will use reasonable commercial endeavours to restore it from its most recent backup.

13.3 Exports. The Service allows the Customer to download and export certain Customer Data. The Customer is responsible for the security of any data it downloads or exports.

13.4 Aggregated Data. Smeaton may create and use aggregated and anonymised data derived from Customer Data and the use of the Service, combined with data from other customers, in a form from which no individual, crew member, Customer or vessel can be identified ("Aggregated Data"). The Customer authorises Smeaton to create Aggregated Data, including by anonymising personal data for that purpose. Smeaton owns Aggregated Data and may use it for benchmarking, research, product development and analysis, and may publish or disclose it, provided it meets the anonymisation standard in the Data Sharing and Third-Party Disclosure Policy. Smeaton will not disclose Customer Data that identifies the Customer, a vessel or any individual to anyone except as described in these Terms, the Data Processing Agreement and the Data Sharing and Third-Party Disclosure Policy.

14. Acceptable use and restrictions

14.1 The Customer must not, and must ensure its users do not:

copy, modify, create derivative works from, decompile, reverse engineer or otherwise attempt to discover the source code or scoring methodology of the Service, except to the extent the law allows despite this restriction;

use the Service to build a product or service that competes with it, or publish benchmarking or performance tests of it;

resell, sub-license, rent, or otherwise make the Service available to anyone other than its authorised users and the recipients of reports permitted by the Data Sharing and Third-Party Disclosure Policy;

use scraping or other automated means to extract data, other than through the Service's supported export tools;

tamper with, clone, damage or relocate NFC tags in order to mislead, or falsify, spoof or otherwise manipulate patrol, scan or location data;

upload malware or unlawful material, or attempt to gain unauthorised access to the Service or to bypass its role-based access controls.

14.2 The Customer must use reasonable endeavours to prevent unauthorised access to or use of the Service and must tell Smeaton promptly if it becomes aware of any. Smeaton may suspend access to the Service to the extent necessary to deal with a breach of this clause.

15. Assignment, subcontracting and change of vessel ownership

15.1 The Customer must not assign, transfer, subcontract or otherwise deal with its rights or obligations under these Terms without Smeaton's prior written consent.

15.2 Smeaton may assign, transfer or subcontract any of its rights or obligations under these Terms, including to an affiliate or to a person acquiring all or part of its business, subject to the Privacy Policy and the Data Processing Agreement in relation to personal data.

15.3 If the Customer sells the vessel or transfers its management, it must tell Smeaton promptly. The subscription does not transfer automatically; the new owner or manager must accept these Terms, and Customer Data will be dealt with as agreed with Smeaton or in line with the Data Processing Agreement.

16. General

16.1 Entire agreement. These Terms, the Data Processing Agreement, the Data Sharing and Third-Party Disclosure Policy and any order form are the entire agreement between the parties on their subject matter and replace all earlier understandings. Each party acknowledges that it has not relied on any statement not set out in them, but nothing in this clause limits liability for fraud.

16.2 Changes to these Terms. Smeaton may update these Terms by giving the Customer at least 30 days' notice by email and through the console. A change that adversely affects the Customer's core rights or obligations will not apply until the start of the next Renewal Period, and the Customer may cancel under clause 2.6 before then. Smeaton may ask the Customer to accept updated Terms through the console.

16.3 Severance. If any provision of these Terms is invalid or unenforceable, it is treated as deleted and the rest of the Terms is unaffected, and the parties will negotiate in good faith a valid replacement that achieves the same commercial result as far as possible.

16.4 Waiver and remedies. A failure or delay in exercising a right or remedy is not a waiver of it. Rights and remedies under these Terms are in addition to those provided by law.

16.5 Events beyond reasonable control. Neither party is liable for delay or failure in performing its obligations (other than payment) caused by events beyond its reasonable control, including strikes, failure of utilities, transport or communications networks, war, fire, flood, severe weather, governmental action or default of suppliers, provided it notifies the other party of the event and its expected duration.

16.6 No partnership or agency. Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between the parties.

16.7 Third-party rights. No person other than the parties (including any crew member, broker, insurer, marina or charter company) has any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999. This does not affect any rights a data subject has under data protection law.

16.8 Notices. Notices to the Customer may be given by email to the contact address on its account or through the console. Notices to Smeaton must be sent by email to hello@smeatondata.com or by post to its registered office. A notice sent by email is treated as received on the next day that is not a Saturday, Sunday or bank holiday in England.