

1. INTRODUCTION

These Terms apply to:

- Avalon Offshore
- Avalon Navigation

Terms in **bold** are defined in the relevant dedicated section of this document.

Although the entire contractual relationship relating to these Products is entered into solely by the Owner and Users,

Users acknowledge and agree that, Avalon has been provided to them via the Apple Store or the Google Play Store., Apple and Google may enforce these Terms as a third-party beneficiary.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

Avalon is provided by:

Avalon Navigation Systems Ltd
Pod 2, The Old Station House
15A Main Street
Blackrock
Co.Dublin
Dublin A94 T8P8
Tel: 353 1 233 7382

Owner contact email: avalonoffshorecontact@gmail.com

"**Avalon**" refers to:

- Avalon Navigation Systems Ltd and Avalon Navigation Systems SAS
- The website (www.avalon-routing.com) and also any other website used by Avalon to make its services available.
- Applications for iOS and Android based devices (tablets, phones, desktops).
- Weather Premium renewable subscription sold by Avalon via the Apple Store or Google Play
- Weather Premium 1 year right of use sold by Avalon via the Avalon e-Shop
- Packs of maps sold by Avalon via the Avalon e-Shop
- Any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation.
- Avalon Cloud, a web based account to store user navigation data.

2. Important notice referring to the use of Avalon

Avalon is an automatic system that calculates an optimized route based on weather forecasts and boat velocity predictions.

The user is responsible to check the calculated route on a real nautical chart approved by local legislations.

The user cannot hold Avalon responsible for any damage and/or liabilities that may result from the use of Avalon.

On the packs of maps sold by Avalon:

- **No official hydrographic department has checked the data contained herein or can be held responsible for the accuracy of their reproduction or any subsequent modification.**
- **Those packs are not compliant with SOLAS requirements and should not be used in navigation.**
- **The possession of those packs of maps does not constitute an exemption from the obligation to use the appropriate naval documents provided for by national and international regulations.**

3. Terms of use

Unless otherwise specified, the terms of use detailed in this section apply generally when using **Avalon**.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

4. Avalon Cloud Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions and prevent them from buying from the Avalon e-shop

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by **Avalon**.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

5. Account termination

Users can terminate their account and stop using the Service at any time by directly contacting the Owner at the contact details provided in this document.

6. Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

7. Content on Avalon

Unless where otherwise specified or clearly recognizable, all content available on **Avalon** is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on **Avalon** infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

8. Rights regarding content on Avalon - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Avalon, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on **Avalon**, the User may download, copy and/or share some content available through Avalon for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

9. Access to external resources

Through **Avalon** Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

10. Acceptable use

Avalon may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of Avalon does not violate any applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to **Avalon**, terminating contracts,

reporting any misconduct performed through **Avalon** to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

11. Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to **Avalon** are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of **Avalon** and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

Without prejudice to the above, under this license Users may download, install, use and run the software on the permitted number of devices, provided that such devices are common and up-to-date in terms of technology and market standards.

The Owner reserves the right to release updates, fixes and further developments of Avalon and/or its related software. Users may need to download and install such updates to continue using Avalon and/or its related software.

However, in order to get access to completely new versions or releases of the software Users may need to purchase a separate license.

The User may download, install, use and run the software on one device.

Notwithstanding the foregoing, the User undertakes to immediately delete any copies of the software upon the expiry of the license under which such software is provided to the User.

12. API usage terms

Users may access their data relating to Avalon via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses **Avalon** is bound by these Terms and, in addition, by the following specific terms: the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

13. TERMS AND CONDITIONS OF SALE

A. Paid Products

Some of the Products provided on Avalon, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of **Avalon**.

B. Product description

Prices, descriptions or availability of Products are outlined in the respective sections of Avalon and are subject to change without notice.

While Products on **Avalon** are presented with the greatest accuracy technically possible, representation on **Avalon** through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

C. Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
 - After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.
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D. Products and purchasing processes

- Avalon Navigation and Avalon Offshore can be purchased from Apple Store and Google Play
 - Renewable 1 year Weather Premium subscription can be purchased from Apple Store and Google Play
 - 1 year right of use Weather Premium option can be purchased from the Avalon e-shop
 - 1 year right of use ENC maps option can be purchased from the Avalon e-shop
 - 1 year and 3 year right of use Racing option can be purchased from the Avalon e-shop
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E. Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.

- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

F. Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on Avalon are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.
- On Apple Store, Google Play and Avalon e-shop

G. Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of Avalon.

All payments are independently processed through third-party services. Therefore, Avalon does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of Avalon to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

H. Purchase via Apple Store, Google Play or Avalon e-shop

Avalon or specific Products available for sale on Avalon must be purchased via AppStore, Google Play or Avalon e-Shop. Users must follow the instructions provided on the relevant online store, which may vary depending on the particular device in use.

Unless otherwise specified, purchases done via Apple and Google online stores are also subject to such third-parties' terms and conditions, which, in case of any inconsistency or conflict, shall always prevail upon these Terms.

Purchases done via the Avalon e-Shop are subject to these Terms and Conditions.

Users purchasing through such third-party online stores must therefore read such terms and conditions of sale carefully and accept them.

I. Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

J. Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

K. Delivery of digital content

Avalon only delivers digital content.
Avalon is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

Every option (maps, premium and racing) can be installed up to 5 different devices (Apple, Google or a mix).

L. Trial period

Users have the option to test a selection of selected Maps during a limited and non-renewable trial period, at no cost. Some features or functions of Avalon may not be available to Users during the trial period.

Further conditions applicable to the trial period, including its duration, will be specified on Avalon.

M. Subscriptions

Our Weather Premium is only available on Apple Store and Google Play. It allows Users to receive a Product continuously or regularly over time.

Details regarding the type of subscription and termination are handled by Apple and Google and managed in the Apple Store and Google Play account settings.

N. Fixed-term Right of Use

Paid fixed-term subscriptions start on the day the payment is received by the Owner and last for the subscription period chosen by the User or otherwise specified during the purchasing process.

Once the subscription period expires, the Product shall no longer be accessible.

O. Subscriptions handled via Apple, Google and Avalon account

Users may subscribe to a Product using the Apple Store, Google Play or Avalon Cloud account by using the relevant processes. When doing so, Users acknowledge and accept that

- Any payment due shall be charged to their Apple Google or Avalon account
- Only the Weather Premium 1 year subscription, sold on Google and Apple Stores is automatically renewed for the same duration unless the User cancels at least 24 hours before the current period expires. Apple and Google Terms and Conditions apply.
- All other products (maps, Race option and weather Premium 1 year) are sold via the Avalon e-shop as right to use during a fixed period and are not renewed automatically renewed.
- Yearly subscriptions can be managed or cancelled in the Users' Apple App Store and Google Play account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

14. USER RIGHTS

A. Right of withdrawal

For products purchased from Apple Store or Google Play, the terms and conditions defined by Apple and Google apply.

For products purchased from the Avalon e-shop, and after 15 (fifteen) days after the date of purchase, the user cannot withdraw and cannot get refunded.

15. LIABILITY AND INDEMNIFICATION

A. Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

B. Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as Avalon has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

C. Disclaimer of Warranties

Avalon is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users'

computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

D. Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

16. COMMON PROVISIONS

A. No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

B. Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately. Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

C. Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Avalon and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

D. Privacy policy

For information about the use of their personal data, Users must refer to the privacy policy of Avalon which is hereby declared to be part of these Terms.

E. Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Avalon are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Avalon are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

F. Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes. Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User cannot obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

G. Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

H. Contacts

All communications relating to the use of Avalon must be sent using the contact information stated in this document.

I. Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

J. Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

17. DISPUTE RESOLUTION

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of Avalon or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 21 days of receiving it.

18. DEFINITIONS AND LEGAL REFERENCES

A. Avalon (or this Application)

The property that enables the provision of the Service.

B. Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

C. Business User

Any User that does not qualify as a Consumer.

D. European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

E. Owner (or We)

Indicates the natural person(s) or legal entity that provides Avalon and/or the Service to Users.

F. Product

A good or service available through Avalon, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

G. Service

The service provided by Avalon as described in these Terms and on Avalon.

H. Terms

All provisions applicable to the use of Avalon and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

I. User (or You)

Indicates any natural person or legal entity using Avalon.

J. Consumer

Consumer is any User qualifying as such under applicable law.

Latest update: March 15, 2025