

Terms and Conditions

Last updated: 2024-08-16

1. Terms of Service and Use

These Terms of Service ("Terms") govern your use of Boat Help ("the Service"), provided by Nuevah sp. Z.o.o. ("we," "us," "our"). By accessing or using the Service, you agree to be bound by these Terms.

Who we are

Nuevah is a research and development company. One of our missions is to ensure that artificial general intelligence benefits all of humanity. For more information about Nuevah and/or Boat Help please visit boathelp.app.

Use of the Service

Eligibility: You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18, you must have your parent or legal guardian's permission to use the Services and ask them to read these Terms with you.

Account Registration: To access our services, you need to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

User Conduct: You agree not to use the Service for any unlawful purpose or in a way that interferes with the operation of the Service or the use and enjoyment of the Service by others. Prohibited conduct includes, but is not limited to, harassment, spamming, and uploading or sharing content that is illegal, harmful, or offensive.

AI and Information Accuracy

AI Integration

Our Service integrates Artificial Intelligence (AI) to provide information and advice on sailing and boating-related topics. While we strive to provide accurate and up-to-date information, the AI may not always be correct or current. The information provided by the AI should not be relied upon as the sole basis for making decisions.

No Warranty

The Service is provided "as is" and "as available." We make no warranties, express or implied, regarding the accuracy, reliability, or availability of the Service, including the AI-generated content.

Limitation of Liability

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Service.
- Any unauthorised access to or use of our servers and/or any personal information stored therein; (iii) 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 by any third party.
- Any errors or omissions in any content.
- Any defamatory, offensive, or illegal conduct of any third party.

General terms

You may not assign or transfer any rights or obligations under these Terms. We may assign or transfer our rights or obligations under these Terms to any affiliate or subsidiary or any successor in interest of any business associated with our Services. If we do, any rights you have as a consumer will not be affected. If you are not satisfied, you have the right to terminate your relationship with Boat Help and stop using our Services at any time.

Changes to these Terms or our Services. We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.

We will make best effort to give notice of changes that materially adversely impact you and the date that they will come into force either via email or an in-product notification. Any changes will only apply to our relationship going forward. If you do not agree to the changes, you must stop using our Services.

Delay in enforcing these Terms. If we or you delay enforcing a provision of these Terms, either of us can still enforce it later, and it will not prevent us or you from taking steps against the other at a later date. If any part of these Terms is determined to be invalid or unenforceable, it will not affect the enforceability of any other part of these Terms.

Trade controls. You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. or EU embargoed country or territory or (b) any individual or

entity with whom dealings are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws, and your Input may not include material or information that requires a government licence for release or export.

Governing law. The law of the jurisdiction of Polish Law will govern these Terms.

No Business or Commercial Use Allowed

Prohibition on Business and Commercial Use

Our Services are not intended for business or commercial use. We do not permit the use of our Services for any commercial or business purposes.

Limitation of Liability

Neither we nor any of our affiliates or licensors will be liable for any indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, data, or other losses, even if we have been advised of the possibility of such damages.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

Indemnity

If you are a business or organisation that violates these Terms by using our Services for commercial or business purposes, you agree to indemnify and hold us, our affiliates, and our personnel harmless from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third-party claims arising out of or relating to your unauthorised use of the Services and Content.

Security

We take reasonable measures to protect your information from unauthorised access, use, or disclosure. However, no internet-based service can be completely secure, and we cannot guarantee the absolute security of your information.

Registration and access

Minimum age. You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18, you must have your parent or legal guardian's permission to use the Services and ask them to read these Terms with you.

Registration. You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account.

If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

Using our Services

What you can do

Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as the Service-specific terms and policies listed above.

What you cannot do. You may not use our Services for any illegal, harmful, or abusive activity. For example, you are prohibited from:

- Using our Services in a way that infringes, misappropriates or violates anyone's rights.
- Modifying, copying, leasing, selling or distributing any of our Services.

- Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law).
- Automatically or programmatically extracting data or Output (defined below).
- Representing that Output was human-generated when it was not.
- Interfering with or disrupting our Services, including circumventing any rate limits or restrictions or bypassing any protective measures or safety mitigations we put on our Services.
- Using Output to develop models that compete with Boat Help.

Our Services may allow you to download software, such as mobile applications, which may update automatically to ensure you're using the latest version. Our software may include open source software that is governed by its own licences that we've made available to you. Third party Services. Our services may include third party software, products, or services, ("Third Party Services") and some parts of our Services, may include output from those services ("Third Party Output"). Third Party Services and Third Party Output are subject to their own terms, and we are not responsible for them.

Feedback. We appreciate your feedback about our Services, but you agree that we may use it to provide, maintain, develop, and improve our Services, without compensation to you.

Content

You may provide input to the Services ("Input"), and receive output from the Services based on the Input ("Output"). Input and Output are collectively "Content". You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licences, and permissions needed to provide Input to our Services.

Ownership of content. As between you and Nuevah and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output. By submitting any Content, you grant us a non-exclusive, worldwide, royalty-free licence to use, modify, and display such content for the purpose of operating and improving the Service.

Similarity of content. Due to the nature of our Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from our Services. Our assignment above does not extend to other users' output or any Third Party Output.

Our use of content. We can use your Content worldwide to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies and keep our Services safe.

Accuracy. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may in some situations result in Output that does not accurately reflect real people, places, or facts.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.

- Our Services may provide incomplete, incorrect, or offensive Output that does not represent Nuevah's views. If Output references any Third party products or services, it doesn't mean the third party endorses or is affiliated with Boat Help.

Our Intellectual Property rights

All intellectual property rights in the Service and its content (excluding user Input) are owned by us or our licensors. You may not use, reproduce, or distribute any content from the Service without our express written permission.

You may ONLY use our name and logo only with our express written permission.

Paid accounts

Paid subscriptions

Some of our Services allow you to purchase paid subscriptions to benefit from enhanced features and functionalities (the "Benefits"). The exact nature of the Benefits differs between Services and will be made clear to you before purchase. You can manage your paid subscription from your account settings.

Fees: All charges, including subscription fees, will be made clear to you before purchase.

Billing

If you sign-up for a paid subscription or purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

Cancellation

You can cancel your paid subscription at any time by updating your account settings. You will not be charged after you cancel your paid subscription. You will continue to have access to

the Benefits until the end of the subscription period you have paid for, at which point your cancellation will become effective. Unless we specify otherwise, you will not receive a refund or service credit for any days between the day you cancel and the last day of the subscription period you have paid for.

Changes

We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

Termination and suspension

Your rights

You can stop using our Services and end your relationship with Boat Help at any time by simply closing your account and stopping your use of the Services. An option to do this is available in the Boat Help.

Nuevah rights

We may take action to suspend or terminate your access to our Services or close your account if we determine, acting reasonably and objectively:

- You breached these Terms of Service and Use.
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to Boat Help our users, or anyone else.
- Your account has been inactive for over a year and you do not have a paid account.

If we terminate your account if we reasonably believe that continued access to your account will cause damage to our systems or anyone else, or we are legally prohibited from doing so.

Appeals

If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting Support.

Our commitments to you

We commit to provide the Services to you with reasonable skill and care and to act with professional diligence. We do not promise to offer the Services forever or in their current form for any particular period of time.

We do not take responsibility for loss or damage caused by events beyond our reasonable control. We do not exclude or limit our liability to you in any way where it would be unlawful for us to do so.

Statutory rights. You have certain statutory rights that cannot be limited or excluded by a contract like these Terms or that you are legally entitled to, for example, by virtue of being a consumer. These Terms are in no way intended to affect or restrict those rights.

EEA consumer guarantee. If you are an EEA-based consumer, then EEA consumer laws provide you with a legal guarantee covering the Services. If you have any questions about your legal guarantee, please contact Support.

Dispute resolution

Concerns

If we have a dispute, we would first like to understand and try to address your concerns before any formal legal action. To share your concerns, you can contact us at info@boathelp.app.

If we cannot resolve our dispute, you or we can go to your local courts. EEA consumer alternative dispute resolution. If you reside in the EEA, you can also raise the dispute with an

alternative dispute resolution body via the European Commission's Online Dispute Resolution (ODR) Platform.

Changes to This Policy

We may update our Terms of Service and Use from time to time. We will notify you of any changes by posting the new Terms of Service and Use on this page and updating the "Last updated" date.

Contact Us

If you have any questions about these Terms of Service and Use or our Privacy Policy, please contact us at info@boathelp.app. By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and Use and our Privacy Policy.

Last update: 2024-08-16

2. Privacy Policy

We at Nuevah respect your privacy and are strongly committed to keeping secure any information we obtain from you or about you. This Privacy Policy describes our practices with respect to Personal Data we collect from or about you when you use our website, applications, and services (collectively, "Services").

Data controller

Nuevah sp. Z.o.o, with its registered office Smolna 11/11 Warsaw 00-375 Poland, is the controller and is responsible for the processing of your Personal Data as described in this Privacy Policy.

Personal Data we collect

We collect personal data relating to you (“Personal Data”) as described below:

Personal Data You Provide

We collect the following Personal Data when you create an account or communicate with us-

Account Information: When you create an account with us, we collect information associated with your account, including your name, contact information, account credentials.

User Content: When you use our Services, we collect Personal Data that is included in the input, file uploads, or feedback that you provide to our Services (“Content”).

Communication Information: If you communicate with us, we collect your name, contact information, and the contents of any messages you send (collectively, “Communication Information”).

Social Media Information: We have pages on social media sites like Instagram, Facebook, Medium, X, YouTube and LinkedIn. When you interact with our social media pages, we collect Personal Data that you choose to provide to us, such as your contact details (collectively, “Social Media Information”). In addition, the companies that host our social media pages may provide us with aggregate information and analytics about our social media activity.

Other Information You Provide

We collect other information that you may provide to us, such as when you participate in our events or surveys or provide us with information to establish your age or identity (collectively, “Other Information You Provide”).

Personal Data We Receive Automatically From Your Use of the Services

When you visit, use, or interact with the Services, we receive the following information (“Technical Information”):

Log Data: Information that your browser or device automatically sends when you use our Services. Log data includes your Internet Protocol address, browser type and settings, the date and time of your request, and how you interact with our Services.

Usage Data: We may automatically collect information about your use of the Services, such as the types of content that you view or engage with, the features you use and the actions you take, as well as your time zone, country, the dates and times of access, user agent and version, type of computer or mobile device, and your computer connection.

Device Information: Includes name of the device, operating system, device identifiers, and browser you are using. Information collected may depend on the type of device you use and its settings.

Cookies and Similar Technologies: We use cookies and similar technologies to operate and administer our Services, and improve your experience.

Personal Data We Receive From Other Sources

We collect information from other sources, like information that is publicly available on the internet, in particular to develop the models that power our Services. We also receive information from our trusted partners, such as security partners to protect against fraud, abuse, and other security threats to our Services or marketing vendors who provide us with information about potential customers of our business services.

How we use Personal Data

We may use Personal Data for the following purposes:

- To provide and maintain our Services;
- To improve and develop our Services and new features and conduct research;
- To communicate with you, including to send you information or marketing about our Services and events;

- To prevent fraud, criminal activity, or misuses of our Services, and to protect the security of our systems and Services; and
- To comply with legal obligations and to protect the rights, privacy, safety, or property of our users, us, our affiliates, or any third party.

Aggregated or De-Identified Information. We aggregate or de-identify Personal Data so that it can no longer be used to identify you and use this information to analyse the effectiveness of our Services, to improve and add features to our Services, to conduct research and for other similar purposes. In addition, from time to time, we may share or publish aggregated information like general user statistics with third parties. We collect this information through the Services, through cookies, and through other means described in this Privacy Policy. We will maintain and use de-identified information in anonymous or de-identified form and we will not attempt to re-identify the information, unless required by law.

As noted above, we use Content you provide us to improve our Services, for example to train the models that power our Services.

Disclosure of Personal Data

In certain circumstances we may disclose your Personal Data to:

Vendors and Service Providers: To assist us in meeting business operations needs and to perform certain services and functions, we may disclose Personal Data to vendors and service providers, including providers of hosting services, customer service vendors, cloud services, content delivery services, data warehouse services, support and safety monitoring services, email communication software, web analytics services, payment and transaction providers, and other information technology services providers. Pursuant to our instructions, these parties will access, process, or store Personal Data only in the course of performing their duties to us.

Business Transfers: If we are involved in strategic transactions, reorganisation, bankruptcy, receivership, or transition of service to another provider (collectively, a “Transaction”), your Personal Data and other information may be disclosed in the diligence process with counterparties and others assisting with the Transaction and transferred to a successor or affiliate as part of that Transaction along with other assets.

Government Authorities or Other Third Parties: We may share your Personal Data, including information about your interaction with our Services, with government authorities, industry peers, or other third parties in compliance with the law (i) if required to do so by law or in the good faith belief that such action is necessary to comply with a legal obligation, (ii) to protect and defend our rights or property, (iii) if we determine, in our sole discretion, that there is a violation of our terms, policies, or the law; (iv) to detect or prevent fraud or other illegal activity; (v) to protect the safety, security, and integrity of our products, employees, or users, or the public, or (vi) to protect against legal liability.

Affiliates: We may disclose Personal Data to our affiliates, meaning an entity that controls, is controlled by, or is under common control with Nuevah. Our affiliates may use the Personal Data we share in a manner consistent with this Privacy Policy.

Other Users and Third Parties You Share Information With: Certain features allow you to display or share information with other users. For example, you may share Boat Help conversations with other users via shared links or send information to third-party applications.

Retention

We'll retain your Personal Data for only as long as we need in order to provide our Service to you, or for other legitimate business purposes such as resolving disputes, safety and security reasons, or complying with our legal obligations. How long we retain Personal Data will depend on a number of factors, such as:

- Our purpose for processing the data (such as whether we need to retain the data to provide our Services);
- The amount, nature, and sensitivity of the data;
- The potential risk of harm from unauthorised use or disclosure of the data;
- Any legal requirements that we are subject to.

Your rights

You have the following statutory rights in relation to your Personal Data:

- Access your Personal Data and information relating to how it is processed.
- Delete your Personal Data from our records.
- Rectify or update your Personal Data.
- Transfer your Personal Data to a third party (right to data portability).
- Restrict how we process your Personal Data.
- Withdraw your consent—where we rely on consent as the legal basis for processing at any time.
- Lodge a complaint with your local data protection authority (see below).
- You have the following rights to object:
 - Object to our processing of your Personal Data for direct marketing at any time.
 - Object to how we process your Personal Data when our processing is based on our legitimate interests.

You can exercise some of these rights through your Boat Help account or contact info@boathelp.app.

Please note these rights may be limited, for example if fulfilling your request would reveal Personal Data about another person, or if you ask us to delete information that we are required by law or have compelling legitimate interests to keep.

We hope that we are able to address any questions or concerns you may have. If you have any unresolved complaints with us or our Data Protection Officer, you can reach out to info@boathelp.app.

A note about accuracy: Services like Boat Help generate responses by reading a user's request and, in response, predicting the words most likely to appear next. In some cases, the words most likely to appear next may not be the most factually accurate. For this reason, you should not rely on the factual accuracy of output from our models. If you notice that Boat Help output contains factually inaccurate information about you and you would like us to correct the inaccuracy, you may submit a correction request to info@boathelp.app. Given the technical complexity of how our models work, we may not be able to correct the inaccuracy in every instance. In that case, you may request that we remove your Personal Data from Boat Help output by emailing us at info@boathelp.app.

Children

Our Services are not directed to, or intended for, children under 13. We do not knowingly collect Personal Data from children under 13. If you have reason to believe that a child under 13 has provided Personal Data to us through the Services, please email us at info@boathelp.app. We will investigate any notification and, if appropriate, delete the Personal Data from our systems. Users under 18 must have permission from their parents or guardian to use our Services.

Legal bases for processing

When we process your Personal Data for the purposes described above, we rely on the following legal bases:

Purpose of Processing	Type of Personal Data processed, depending on the processing activity	Legal basis, depending on the process activity
To provide and maintain our Services	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Other Information You Provide • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	Where necessary to perform a contract with you, such as processing a user's prompts to provide a response.
To improve and develop our Services and new features and conduct research	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Other Information You Provide • Data We Receive From Other Sources • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	Where necessary for our legitimate interests and those of third parties and broader society, including in developing, improving, or promoting our Services, such as when we train and improve our models.

Purpose of Processing	Type of Personal Data processed, depending on the processing activity	Legal basis, depending on the process activity
To improve and develop our Services and new features and conduct research	<ul style="list-style-type: none"> • User Content • Communication Information • Social Media Information • Other Information You Provide • Data We Receive From Other Sources • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	Where necessary to perform a contract with you, such as processing your contact information to send you a technical announcement about the Services. Your consent when we ask for it to process your Personal Data for a specific purpose that we communicate to you, such as processing your contact information to send you certain forms of marketing communications.

Purpose of Processing	Type of Personal Data processed, depending on the processing activity	Legal basis, depending on the process activity
<p>To prevent fraud, criminal activity, or misuses of our Services, and to protect the security of our systems and Services</p>	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Social Media Information • Other Information You Provide • Data We Receive From Other Sources • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	<p>Where necessary to comply with a legal obligation.</p> <p>Where we are not under a specific legal obligation, where necessary for our legitimate interests and those of third parties, including in protecting our Services from abuse, fraud, or security risks, such as processing data from security partners to protect against fraud, abuse and security threats in our Services.</p>

Purpose of Processing	Type of Personal Data processed, depending on the processing activity	Legal basis, depending on the process activity
To comply with legal obligations and to protect the rights, privacy, safety, or property of our users, us, our affiliates, or any third party	<ul style="list-style-type: none"> • Account Information • User Content • Communication Information • Social Media Information • Other Information You Provide • Data We Receive From Other Sources • Log Data • Usage Data • Device Information • Cookies and Similar Technologies 	<p>Where necessary to comply with a legal obligation, such as retaining transaction information to comply with record-keeping obligations.</p> <p>Where we are not under a specific legal obligation, where necessary for our legitimate interests and those of third parties and broader society, including in protecting our or our affiliates', users', or third parties' rights, safety, and property, such as analysing log data to identify fraud and abuse in our Services.</p>

Changes to the privacy policy

We may update this Privacy Policy from time to time. When we do, we will post an updated version on this page.

How to contact us

Please contact info@boathelp.app