

Coastguard App

Terms & Conditions

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Terms & Conditions

1. What applies to your use of the App?

- 1.1 These terms and conditions (**Terms**) govern the use of the services (**Services**) that we provide through the Coastguard app (**App**). By clicking I AGREE you agree to be bound by these Terms.

2. What are the Services?

- 2.1 The Services are for boat users only and comprise:
 - 2.1.1 The Trip Reporting Service (see clause 2.2);
 - 2.1.2 Coastguard Nowcasting service;
 - 2.1.3 Such other Services as provided from the App from time to time.
- 2.2 The Trip Reporting Service provides a service under which:
 - 2.2.1 Your trips can be planned and logged;
 - 2.2.2 Reminders can be generated and sent to you and your nominated third party if you do not close a trip report; and
 - 2.2.3 You can track your location when location services are activated within the App.

3. What is Coastguard responsible for?

- 3.1 Coastguard is responsible for providing the Services in accordance with:
 - 3.1.1 These Terms; and
 - 3.1.2 Any end-user licence agreement (**EULA**) by which you are bound by your purchase of the App.

4. What are we not responsible for?

- 4.1 We are not responsible for doing or providing anything other than as expressly stated in these Terms.
- 4.2 Your purchase or use of the App does not entitle you to anything other than the Services and specifically does not include any form of rescue service (whether urgent or non-urgent).
- 4.3 Whilst your use of the Trip Reporting Service will make us aware of your location (unless your device's

functionality is turned off) we will not actively monitor your location and we are not responsible for tracking your progress, nor do we take any action in relation to trip reports that are not closed, except as set out in clause 2.2.2. Your use of the Services does not make us responsible for your safety or for any loss or damage that you suffer.

5. What are you responsible for?

- 5.1 You are responsible for your own safety on the water. The Services may provide advice or suggestions, which may assist or enhance your boating experience but are not a substitute for exercising proper care or operating proper safety procedures.
- 5.2 In order to make proper use of the Trip Reporting Service you will need to provide proper and accurate information and update any information as necessary.

6. Who can use the Services?

- 6.1 The Services may only be used by boat users in New Zealand over the age of 16. By using the Services you warrant and represent to Coastguard that you are over the age of 16.

7. Will there be any restrictions on the availability of the Services?

- 7.1 Coastguard does not provide any guarantee, warranty or representation that the Services will be error free, or without disruption or interruption. There may be times when the Services are not available at all or only in part. This may be due to (but is not limited to) the following reasons:
 - 7.1.1 Limitations on your device;
 - 7.1.2 Limitations on mobile data service;
 - 7.1.3 Failure or reduction in your device battery;
 - 7.1.4 Storm or other adverse weather conditions;
 - 7.1.5 Limitations or inaccuracy of information provided by third parties; or
 - 7.1.6 Any other circumstance beyond our reasonable control.

8. Do I need to be a Coastguard member to use the Services?

8.1 No. Coastguard membership is a separate service and unrelated to the Services.

9. Can Coastguard terminate or suspend use of the Services?

9.1 We have the right to suspend or terminate the use of the Services in the following circumstances:

9.1.1 Any payment that you owe to us is overdue;

9.1.2 You are in breach of any of these Terms; or

9.1.3 We stop providing the Services.

9.2 We will give notice to you following our suspension or termination of the Services.

10. Can Coastguard vary these terms?

10.1 We may from time to time vary these Terms. We will give you notice of any variation by providing notice to you through the App. Your continued use of the Services following that notice will amount to acceptance of the variation.

11. How will Coastguard collect and use your personal information?

11.1 We will use your personal information in accordance with our Privacy Policy, as may be amended from time to time. To access our Privacy Policy please visit <http://bit.ly/CGPrivacy>

12. What other terms will apply to your use of the Services?

12.1 Conflict

12.1.1 The EULA (if any) also governs the use of the App and the Services.

12.1.2 If there is any conflict between the EULA and these Terms, these Terms shall prevail.

12.2 Jurisdiction

12.2.1 The use of the Services and these Terms shall be governed by the laws of New Zealand and you agree to submit to the non-exclusive jurisdiction of the New Zealand courts.

12.3 Severability

12.3.1 If any of these Terms are or become invalid, void, illegal or unenforceable, to the extent permitted by law, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

By clicking I AGREE, you agree to be bound by these Terms.

In particular, you understand and accept that:

- We do not actively monitor your location;
- The Trip Reporting Service is not a substitute for operating proper safety procedures and you are responsible for your own safety;
- The Trip Reporting Service may not be available 100% of the time.