

GENERAL CONDITIONS

What is Virtual Pier?

Virtual Pier is a virtual dock where all the yachtsmen who join it (Subscription Holders) can request support on land and at sea in the management and resolution of problems related to the boat.

Virtual Pier is a project conceived by Antonio Nappi to support owners and managers of pleasure boats to improve the use and enjoyment of the boat itself, also increasing the safety of the guests on board.

To optimize the results, the confirmation of acceptance to the Virtual Pier will be sent as soon as possible and no later than one week from the request itself.

The subscription to the Virtual Pier with a minimum duration of one month is also active outside Italian waters and provides the Subscription Holders, in accordance with these General Conditions, with the provision of the Services indicated below.

Subscription Activation.

The Subscription activation is obtained by sending the specific membership form with the acceptance of the General Conditions, filled in with the information of the subscription holder and the characteristics of the vessel.

The payment of the monthly fee(s) of €20.00/month for the activation of the Subscription, for a better provision of services, can be made only after confirmation, by Virtual Pier, of the **actual availability** of the staff to be able to provide the Services reported below for the requested period.

The Subscription Holder, following acceptance for membership to the Virtual Pier and sending the Subscription fee, will receive an identification number linked to his name, with the subscription activation date, the period of validity of the service, name, details of the vessel, port of registration, navigation area, reference telephone number of the Subscription Holder.

Subscription activation rates

The provision of subscription services is activated with acceptance as the Holder of a Subscription to the Virtual Pier after receiving the completed and signed membership form in its parts and the payment of the monthly fee(s) equal to €20.00/month.

Once the monthly fee(s) paid has been exceeded, the Subscription expires automatically and the Services may be requested only after the reactivation of the Subscription with the payment of one or more new monthly fees.

Right of withdrawal of the Owner and termination of the Subscription

The Holder may withdraw before 15 days from the monthly expiry of the Subscription, obtaining a refund of any monthly payments already paid (example: subscription active from July 21 to August 20, notice of withdrawal August 1, refund of the monthly payment from August 21 to September 20 with any subsequent monthly payments already paid).

Any withdrawal after 15 days from the monthly expiry will postpone the refund to the following month (example: subscription active from July 21 to August 20, notice of withdrawal August 10, refund of the monthly payment from September 21 to October 20 with any subsequent monthly payments already paid).

Services and Rates

To activate one or more subscription services, the Holder must send the request via WhatsApp to the number +39 337 944241 with the Subscription number and the details necessary for the provision of the requested service(s).

The Services provided by Virtual Pier, due to any commitments with other Subscription Holders, will be provided in relation to the availability of the operators at the time.

With the confirmation of taking charge of the provision of the service, the Holder must send the "requested fee for the Service" with an advance for any expenses.

The Services/Rates provided by Virtual Pier are:

MOORING

- Requested fee for the "Mooring Search" Service: €10.00;
- identification, booking, payment for mooring and weather support: 10% of the mooring price (in the event of identification and confirmation of mooring, the €10.00 service fee will be considered as an advance payment for the Service provided) + any expenses;
- the cost of the mooring is the sole responsibility of the Owner and will be communicated to the latter from time to time following the instructions and details received from the Marina Turistica.

AVERAGE ON BOARD

- Requested fee for the "Technician Search" Service: €20.00 + any expenses;
- identification, finding, checking work and payment of the Technician: 10% of the cost of the intervention (in the event of intervention of a Technician on board, the €20.00 of the service fee will be considered as an advance on the Service provided).
- Requested fee for the "Spare parts search" Service: €20.00 + any expenses;
- fee for identifying, finding a spare part: €100.00/8h (in the event of finding the spare part, the €20.00 of the service fee will be considered in the fee) + any expenses;
- the cost of the technical intervention and/or spare parts are the exclusive responsibility of the Owner and will be communicated to the latter from time to time following the instructions and details received from the Technician and/or Company involved.
- The times for finding and arriving on board the Technician and/or finding spare parts are subject to their availability at the time of the request.

BOAT STORAGE

- Requested fee for the "Search and identification of a storage yard" Service: €30.00 + any expenses;



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- fee for identification, work planning, work control and anything necessary for the best result of the interventions on the boat: 10% of the total storage cost (the €30.00 of the service fee will be considered in the fee) + expenses;
- the cost of storage and any work on the boat are the sole responsibility of the Owner and will be communicated to the latter from time to time following the instructions and details received from the Shipyard.
- Requested fee for the “Launching the boat and mooring identification” Service: €20.00 + expenses;
- fee for organizing and scheduling transport and identification, booking and mooring: €100.00/8h (in case of finding the spare part, the €20.00 of the service fee will be considered in the fee).

OWNER SUPPORT

- Remote and/or in-person support for organizing stages and stops, land services, weather updates for boat transfers carried out by the Owner: €100.00/8h + expenses;
- Owner support on board: €200.00/8h + expenses;
- the availability of Virtual Pier staff on board is subject to the availability of operators previously engaged by other Owners.

BOAT TRANSFERS

- €4.00/MN + expenses;
- the availability of Virtual Pier staff for transfers is subject to the availability of operators previously engaged with other Owners.

PLEASE NOTE

The above Services requested by the Owner will be provided thanks to the intervention of Virtual Pier personnel on site and/or remotely. If the Owner, after having requested the provision of one or more services by Virtual Pier, independently resolves the problems encountered, he/she must promptly communicate the status of resolution of the problem and will automatically lose the share of the service requested and confirmed by Virtual Pier staff with any expenses at the time incurred by Virtual Pier staff.

For any delays, malfunctions, disruptions and/or interruptions, even temporary, of the service due to:

- force majeure and/or unforeseeable circumstances (by way of example, events not foreseen and not foreseeable by the Company and dependent on natural or third-party events, such as, but not limited to, natural disasters, lightning, fires, explosions, strikes, riots, tumults, acts of terrorism or sabotage, epidemics, occupations, lockouts, coups d'état, wars, invasions, hostilities, natural disasters (whirlwinds, hurricanes, earthquakes, volcanic eruptions, floods, inundations, storm surges and tsunamis) or for acts or omissions) of the Owner that do not allow the Virtual Pier operators to promptly comply;
- breakdowns, overloads, interruptions of the telecommunications network used by the Virtual Pier operators to provide the services;
- damage resulting from particularly adverse weather conditions;

Virtual Pier and its staff will not be responsible in any way.



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Likewise, even for the incorrect, failed, or limited reception of the contents of their services due to causes that do not depend on or are outside the control of the Virtual Pier operators and therefore not attributable to them, such as, by way of example but not limited to, the malfunction of the communication system used by the Owner to connect with the Virtual Pier operators, the Virtual Pier operators are not responsible as for any damage caused by the Police and/or other operators following the report made by the Virtual Pier operators.

The Owner undertakes to indemnify and hold harmless the Virtual Pier operators from any loss, damage, liability, cost, burden and/or expense, including any legal fees, as a consequence of any failure by the Owner to fulfill the obligations and guarantees provided for in these General Conditions, even in the event of compensation for damages claimed by third parties for any reason.

Since the Service provided by the Virtual Pier operators is in no case comparable to an insurance relationship, the Virtual Pier operators will not be liable for requests for compensation or damages under this heading.

At the time of signing up for the subscription and accepting these General Conditions, the Owner undertakes to provide, via the Membership and Subscription Form, all the personal information necessary for the provision of the Services provided by Virtual Pier and to promptly communicate to the Virtual Pier operators all changes that may occur in such data during the period in which the Subscription is active.

In the request by the Owner for the provision of any service, the latter undertakes to provide the Virtual Pier operators with all the information necessary for the completion of what is requested, in particular: ship's point (position of the vessel), name, mobile phones including satellite, characteristics of the vessel. In the event of failure to communicate such information, the Virtual Pier operators will not assume any responsibility for any failure, incomplete or late provision of their Services.

The Owner is therefore responsible towards the Maritime Authorities and third-party providers in the event of false alarms that require their intervention, undertaking from now on to hold the Virtual Pier operators harmless from any and all requests for payment and/or compensation for consequent damages. The Owner acknowledges this and undertakes from now on to pay the relevant amount.

These General Conditions may only be modified in writing. Such modifications will be brought to the attention of the Owner through online notices and/or inserts in publications or communications sent to the same and will be considered effective if the Owner does not communicate his/her possible withdrawal from the Subscription to the Virtual Pier within the deadline indicated from receipt of the notification of modification.

The Virtual Pier operators reserve the right to declare the subscription inactive, and immediately suspend the service, pursuant to and for the purposes of Article 1456 of the Civil Code with a simple written communication to be sent via WhatsApp or registered mail or email in cases of non-compliance with the obligations contained in these General Conditions and in the Membership and Subscription Form, with particular but not limited to:

- total or partial non-compliance by the Owner with respect to the positions indicated below;
- registration of the Owner in the Register of protested;
- subjection of the Owner to bankruptcy proceedings;
- insolvency of the Owner;
- civil incapacity of the Owner.



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In any case, the rights of the Virtual Pier operators to receive any sum owed by the Owner for the services used, in addition to compensation for any additional damage suffered, remain unaffected.

The Virtual Pier operators certify that the personal data acquired through this Membership and Subscription Form are collected for purposes strictly connected and instrumental to the provision of the Services provided by Virtual Pier and processed with the aid of electronic and non-electronic tools.

The data collected will be used only by personnel in charge of processing them (any commercial, administrative and secretarial employees).

The provision of data (name, surname, address, tax code, VAT number, telephone and e-mail, etc.) is mandatory to allow the acquisition and definition of the collaboration and for the issuance of the receipt. The aforementioned data may be used for information on commercial, marketing and promotional initiatives.

Failure to comply with these General Conditions is governed exclusively by Italian law.

For any dispute arising or deriving from the application of these General Conditions, the Court of Naples shall have exclusive jurisdiction.

In addition to the obligations arising from these General Conditions, the Owner will not reveal to third parties any information relating to the property, interests or know-how of which he has become aware or becomes aware during the period of effectiveness of these General Conditions. The Owner is aware of the fact that conversations with Virtual Pier operators may be recorded and authorizes this.

All communications between the parties provided for by these General Conditions must take place in the manner and form indicated from time to time in the General Conditions. The contact details of the Virtual Pier, unless there are subsequent written communications of modification, are as follows:

Customer Service (active from 09:00 to 19:00): +39 337 944241 or WhatsApp (same number).

The contact details of the Owner are those indicated by the Owner in the Membership and Subscription Form signed by the same.

The provision of services can be requested by the Owner exclusively through:

- via WhatsApp to Antonio Nappi (+39 337 944241);
- via email: antonio@antonionappi.org ;
- via fax: +39 02 700548846.