

Smart Boat Ltd : Beta Test Equipment and Services Agreement

1. What this is about

You are taking part in the Smart Boat Ltd Beta Test program. This means you are using early-release hardware and software that is still being developed and tested.

You are participating in a structured development phase. Your feedback and reports help shape the final product and ensure its reliability and usability in real-world marine applications.

Because this is a beta program:

- Things may not work perfectly
- Features may change
- Bugs or errors may exist

2. Installation

- Any installation guides or advice we provide are general guidance only.
- You are responsible for making sure the installation is suitable for your boat and electrical system.
- If you are unsure, you should consult a qualified marine electrician.

3. Using the system

You understand and accept that:

- The Smart Boat equipment and the Smart Boat app are not safety-critical systems
- They should not be relied on as the sole source of information for vessel safety, navigation, or protection
- Data, alerts, or notifications may be delayed, incomplete, or incorrect

From time-to-time Smart Boat will release new versions of the app which will be available at no additional cost to authorised members of the beta testing program.

4. Risks

By taking part in the beta testing program, you accept that:

- The system may malfunction or stop working
- This could result in loss of data, incorrect readings, or unexpected behaviour
- Problems could affect onboard equipment or systems connected to the kit

You choose to participate at your own risk.

5. Remote Access and Security

As part of the beta testing program, advanced security features relating to remote access have been reduced or disabled.

You understand and accept that:

- During the beta period, the Smart Boat app may allow remote access with fewer safeguards than will be present in the final released product.
- There is a risk that unauthorised third parties (“bad actors”) could attempt to access your system remotely.
- Smart Boat does not guarantee protection against unauthorised access during the beta program.

You are responsible for:

- Managing and restricting access permissions within your device and account settings; and
- Taking reasonable steps to protect your login credentials and devices; and Not passing on the Smart Boat app to any third party. Should other interested parties’ express interest please refer them to chris@mysmartboat.com.

6. Software Updates, Changes and Data Backup

The Smart Boat beta test program is intended to:

- Test existing functionality
- Gather constructive feedback
- Introduce and evaluate new features

As part of this process:

- Smart Boat may release new or updated versions of the app during the beta test period.
- In some cases, installing a new version may require the existing version on your device to be removed or uninstalled.
- Software updates may result in changes to settings, configurations, or stored data.

You are responsible for:

- Ensuring that any designs, configurations, data, or settings you wish to keep are properly backed up; and
- Maintaining backups either:
 - Locally (for example, to a SmartBox Nano), or
 - Remotely (for example, to SmartBoat HQ, where available).

Smart Boat is not responsible for any loss of data, designs, configurations, or settings resulting from software updates, version changes, or uninstallation during the beta test program.

7. Communications and Issue Reporting

As this is a structured beta phase, issues and edge cases are expected. That is the purpose of the program.

We ask that any faults, anomalies, or unexpected behaviours be reported directly to the SmartBoat team as soon as possible, so we can investigate, replicate, and resolve them effectively. Prompt, detailed reporting helps us address issues efficiently.

Beta systems can sometimes display incomplete or misleading symptoms when viewed in isolation. Direct reporting allows us to diagnose root causes accurately and respond constructively.

While participants are free to discuss general experiences, we request that unresolved technical issues are not publicly shared until Smart Boat has had the opportunity to review and address them. This prevents confusion and misinterpretation during the development phase.

Once issues are resolved, participants are encouraged to share lessons learned and technical insights with the broader community.

Beta participation works best when feedback flows directly, promptly, and constructively.

8. CE/FCC Testing

Smart Boat is currently undertaking formal CE & FCC testing. Should any changes to the hardware be required because of that testing then any product that is affected will be replaced at no charge to Beta Testers.

9. Limitation of liability

To the fullest extent allowed by law:

- Smart Boat (including its directors, employees, contractors, and partners) is not responsible for any loss or damage resulting from:
 - Installing the kit
 - Using the kit
 - Using the Smart Boat app

- This includes damage to your boat, equipment, or electrical systems, as well as financial or consequential losses.

Nothing in this agreement limits liability where the law does not allow it (for example, death or personal injury caused by negligence).

10. Indemnity

You agree that if a claim is made against Smart Boat because of:

- Your installation or use of the kit
- Someone else using your boat or systems
- Modifications or third-party equipment you connect

You will be responsible for those claims and costs, not Smart Boat.

11. No guarantees

The beta hardware and app are provided “as is”, without guarantees that they will:

- Be error-free
- Work continuously
- Be suitable for a particular purpose

Smart Boat will endeavour to replace, free of charge, any faulty equipment or software due to design or manufacturing issues.

12. Feedback

Your feedback, suggestions, or bug reports help improve Smart Boat products and services. By submitting feedback, you grant Smart Boat a non-exclusive, worldwide, royalty-free licence to use it to enhance the system. We welcome constructive technical input and will credit participants where appropriate.

13. Duration of the Beta Testing Program

Smart Boat Ltd will give at least 3 months’ notice regarding the end of the Beta Test program.

14. Ending the Beta Program

When the beta ends:

1. **Purchased equipment will continue to work:** Any Smart Boat equipment you purchased will continue to function normally and remain controllable via the Smart Boat app, subject to normal operation requirements (e.g., power, connectivity, compatible software versions).

2. **Beta-level support ends:** You will no longer receive beta program technical support levels, response times, access, or troubleshooting priority. Support will move to Smart Boat's standard support offering applicable to non-beta customers.
3. **Licensing transitions to standard licensing:** Continued access to extended app features may require an active paid licence/subscription after the beta ends. The SmartBoat app operates with two licensing levels:
 - Core Control & Monitoring: direct control and monitoring of Smart Boat modules and purchased hardware.
 - Extended Features: features such as page builder, advanced widget control, service/maintenance tools, and other premium capabilities.

If you do not purchase/maintain a licence for the Extended Features, those Extended Features may be restricted or unavailable, but Core Control & Monitoring of your purchased hardware will remain available.

4. **Warranty and normal terms continue.** Purchased equipment will remain covered by Smart Boat's standard warranty terms (where applicable) and will be treated as regular production hardware under Smart Boat's normal terms of sale and use.

The liability and responsibility sections of this agreement will continue to apply after the beta ends.

15. Law

This agreement is governed by the laws of England and Wales.

16. Agreement and acceptance

By accepting this agreement (including electronically), you confirm that:

- You have read and understood it
- You agree to take part in the Smart Boat Beta Testing program
- You accept the risks described above

Please download this document and keep it with your records.