
ACTISENSECLOUD TERMS AND CONDITIONS

Effective Date: 01/12/2025

Operator: Active Research Limited ("Company"), trading under the Actisense and ActisenseCloud brands.

1. ACCEPTANCE OF TERMS

By accessing or using ActisenseCloud ("Service"), you confirm that you have read and agree to these Terms and Conditions. If you do not agree, do not use the Service.

2. SERVICE OVERVIEW

ActisenseCloud provides cloud-based data services for vessel NMEA networks via Actisense devices (e.g. W2K-2, WGX-1, PRO-NDC-1E2K) connected through user's 4G/5G routers or satellite platforms (e.g. Starlink).

- **Free Plan:**
 - Base version is free.
 - Data stored for up to **30 days**, then overwritten.
- Users may port data from ActisenseCloud edge servers to their own servers.
*Data notification is by webhook and access to data is through the ActisenseCloud API.
- The free base tier of ActisenseCloud is provided on an "as is" and "as available" basis. No Service Level Agreement (SLA), uptime guarantee, or performance commitment is offered for this tier. Users acknowledge that service interruptions, delays, or data loss may occur, and Active Research Limited shall not be liable for any resulting impact.
- Premium features may be payable in future. Free features will continue to be offered. Users will always be notified of any plan charge changes with at least 30 days notice.

3. USER DATA & OWNERSHIP

- You retain full ownership and access to your data.
- For **ActisenseCloud**, where data is stored or managed within the ActisenseCloud service, Active Research Limited acts as the **data controller** and will process data in accordance with UK GDPR, GDPR, and applicable data protection laws.
- For **Acti-Cloud Connect**, where users send data to their own server or chosen destination, Active Research Limited acts only as a **data processor** and processes data solely to transmit or facilitate the transfer of that data on the user's behalf.

- Active Research Limited will not sell personal data to third parties.
- Any processing of personal data will be carried out in accordance with our Privacy Policy.

4. DATA HANDLING & STORAGE

- Data is stored securely using industry-standard measures.
- For Free-tier users, data older than 30 days may be overwritten to accommodate new uploads.
- Users are responsible for exporting data before deletion.

5. USER RESPONSIBILITIES

- Ensure proper connectivity for cloud access.
- Do not upload unlawful, harmful, or infringing content.
- Maintain confidentiality of login credentials.

6. PRIVACY & COMPLIANCE

We comply with **GDPR** and similar regulations. See our **Privacy Policy** for details.

7. INTELLECTUAL PROPERTY

All software, trademarks, and branding remain the property of Active Research Limited. Users may not copy, modify, or distribute the Service without written consent.

8. CHARGES & BILLING

- Current base plan is free.
- Future premium features may require payment; pricing will be communicated in advance.

9. TERMINATION

We may suspend or terminate accounts for violations of these Terms or applicable laws.

10. LIMITATION OF LIABILITY

The Service is provided “as is.” Active Research Limited shall not be liable for indirect, incidental, or consequential damages arising from use of the Service.

11. FORCE MAJEURE

Active Research Limited shall not be liable for any delay, interruption, or failure in the performance of the Service resulting from events beyond its reasonable control, including but not limited to telecommunications failures, internet outages, cyber incidents, power failures, natural disasters, acts of government, labour disputes, or the failure of third-party service providers.

12. INDEMNITY

You agree to indemnify and hold harmless Active Research Limited from any claims, damages, or expenses arising from your use of the Service or violation of these Terms.

13. GOVERNING LAW & JURISDICTION

These Terms are governed by the laws of **England and Wales**. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14. DISPUTE RESOLUTION

Before initiating legal proceedings, parties agree to attempt resolution through good-faith negotiations.

15. CHANGES TO TERMS

We may update these Terms periodically. Continued use of the Service constitutes acceptance of updated Terms.

16. CONTACT

For questions, contact: support@actisense.com