

StarboardLog Terms and Conditions

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These Terms explain who may use the Service, how each Workspace is purchased or trialed, and what the software does and does not determine for vessel operations. Consumer rights and the Data Processing Agreement apply alongside these Terms.

1 About StarboardLog and these Terms

1.1 StarboardLog is provided by Sándor Levente Szabó e.v., 9400 Sopron, Semmelweis utca 10., Hungary; individual entrepreneur registration number 61070435; Hungarian tax number 91404451-1-28; EU VAT number HU91404451.

Contact: starboardlog@gmail.com. The term Provider means this legal operator.

1.2 These Terms govern the StarboardLog hosted software, related website and support (the Service). They apply to each Customer and, where specified, each User or Guest. StarboardLog is primarily structured for Hungary and the EU/EEA; use elsewhere does not imply localization or regulatory approval for that jurisdiction.

1.3 Mandatory rights that cannot lawfully be restricted prevail over inconsistent provisions.

2 Customers, Users and Guests

2.1 A Customer is the person or organization that controls or purchases a Workspace under an Order. A Business Customer acts for business purposes. A Consumer is a natural person acting outside their trade or profession; actual circumstances determine status.

2.2 A User holds an individual Account and may be invited into one or more Workspaces. Invitation alone does not make that User the contracting Customer. A Guest obtains limited booking-linked access without ordinary Workspace membership or an Account merely by using a Guest Access link.

2.3 The Customer remains responsible for contracts and obligations to vessel owners, crew, staff, renters, charter customers, guests, contractors and service providers. StarboardLog is not party to a charter, rental or other vessel-use contract solely because the Service records it.

3 Definitions

Account: an individual authentication identity for the Service. Workspace: a Customer-controlled environment with its own vessels, memberships, records and commercial lifecycle. Admin: a User with administrative Workspace permission; this does not establish legal ownership or authority to transfer the Customer contract. Crew: a more limited Workspace role. Maintenance tag: eligibility metadata for issue and maintenance workflows, not a separate access role or a grant of Admin permission. Ownership Share: a user-entered operational share, not evidence or transfer of legal title.

Booking: an operational availability or reservation record. Customer record: information entered about a person or organization using a vessel; it does not create a User. Guest Access: secure, scoped and time-limited access to a relevant booking context, which may be revoked. Issue: a reported matter with a workflow separate from a Maintenance Event. Maintenance Requirement: a user-configured counter, calendar or multiple-limit reminder. Maintenance Event: a separately recorded maintenance occurrence. Vessel Record Pack: an available compilation/export of vessel records, subject to its documented scope.

Order: an accepted quotation, invoice-based order, payment request, purchase confirmation or negotiated agreement specifying the Customer, Workspace, plan, price, tax treatment and period. Subscription: paid access for one Workspace during its Subscription Period. Trial: a free eligible period without automatic paid conversion. Read-Only: restricted Workspace access retaining authorized reading and available exports while relevant changes are disabled. Billing Date, Due Date and Renewal Date are the separately identified commercial dates in the Order; no definition implies automated payment or renewal. Business Day means Monday to Friday except Hungarian public holidays; Business Hours are 09:00 to 17:00 Europe/Budapest on a Business Day.

Customer Data means records entered into, generated in or made available through the Workspace for Customer purposes, excluding the Provider's independent administrative records and genuinely anonymized data. Document includes supported vessel-related document data, metadata or a file in an authorized third-party integration, as supported by the Service.

4 Eligibility and territorial availability

4.1 A Customer must have capacity to contract; an organizational representative must have authority to bind the organization. The Provider may reasonably verify identity, authority, tax and billing details.

4.2 Where an organization or guardian authorizes a minor to use an Account or Guest Access, the Customer must ensure the required capacity, guardian authority and lawful data processing. A minor may not independently contract unless legally capable.

4.3 Availability outside Hungary and the EU/EEA depends on applicable law, tax rules and supported service scope. No approval or certification under a jurisdiction's maritime framework is implied.

5 Contract formation and document hierarchy

5.1 Creating an Account, accepting these Terms or accepting an invitation does not by itself create a paid Subscription. A paid contract forms when an authorized person affirmatively accepts an identified Order and StarboardLog confirms it. Quotations, invoicing, external payment verification and activation are administered manually. Paid access may depend on receipt or verification of payment where the Order so states.

5.2 A Consumer receives required pre-contract information and a clearly labeled payment obligation before purchase; the contract and withdrawal information are confirmed on a durable medium. Each Workspace has its own Order and Subscription. One Workspace's payment status does not automatically affect another.

5.3 Acceptance of the identifiable current Terms version requires an explicit affirmative action and is evidenced by the authenticated Account, server-generated UTC timestamp, version and acceptance source. Account-level acceptance applies across Workspaces without by itself proving authority to bind a Customer or creating a paid Order. Earlier acceptance history is preserved. Guest Access does not create ordinary Workspace membership.

5.4 In a conflict, expressly negotiated terms prevail for their scope, then the Order for commercial matters, then the DPA for Customer Personal Data processing, then a separate SLA for its metrics, then these Terms. The Privacy Policy and Cookie Notice provide transparency and do not generally override the contract.

6 Accounts and credential security

6.1 Each natural person must use their own Account. Account or credential sharing is prohibited. An Account may be used across multiple Workspaces; that legitimate multi-Workspace use is not credential sharing.

6.2 Users must provide accurate registration information, protect their credentials, use reasonable security measures, and promptly report suspected compromise to starboardlog@gmail.com. Customers must promptly remove or restrict access that is no longer authorised.

6.3 StarboardLog may require credential reset, session reauthentication or other proportionate security steps where compromise is suspected. Customers and Users are not responsible for infrastructure security controlled by StarboardLog or its providers, but remain responsible for their own devices, networks, role assignments and authorised use.

6.4 Account closure is distinct from Workspace termination and Membership removal. StarboardLog will not intentionally close an Account merely because one Workspace is cancelled or one Membership ends, subject to security, legal and technical dependencies.

7 Workspaces, roles and Guest Access

7.1 An Account may belong to several Workspaces and may have a different role in each. The standard Workspace roles are Admin and Crew. A Maintenance tag is eligibility metadata and does not automatically add access rights. Recorded ownership is not an access role.

7.2 An authorized Admin may invite, remove or change Workspace members within the permissions supplied by the Service. The Customer must maintain appropriate Admin access, review invitations and remove access when no longer needed.

7.3 A Customer record does not create Workspace membership. Guest Access is a separate booking-linked, time-limited and revocable channel. It may show relevant booking and vessel information and known guest-visible issues, and allow issue reporting, as configured. It does not provide Workspace administration, owner financial information, unrelated bookings, Google Drive access or private Workspace documents.

7.4 The Customer decides whom to invite or grant Guest Access, what booking information is appropriate to expose, and when to revoke it. A Guest must use the link only for its intended booking and must not share it with unauthorized persons. Historical attribution may be retained when membership or a Guest link ends.

8 Customer and Workspace administration

8.1 The Customer is responsible for keeping its legal name, billing details, tax status, billing contact, Workspace Owner and Admin information accurate. StarboardLog may act on reasonably authenticated instructions from the recorded Workspace Owner or authorised Admin, subject to verification.

8.2 A technical Admin role is not an unrestricted right to change the contracting Customer. A change of Customer or Workspace control must follow Section 34.

8.3 If authority is disputed, if a Workspace has no active Admin, or if conflicting instructions are received, StarboardLog may temporarily limit high-risk administrative changes while it verifies authority. Any restriction should be proportionate and should not affect unrelated Workspaces.

8.4 The Customer is responsible for its Users' authorised use and role allocation to the extent reasonably within its control. This does not make a Consumer strictly liable for acts they could not reasonably prevent, nor does it exclude StarboardLog's responsibility for its own systems.

An Ownership Share record does not establish control of a Workspace or title to a Vessel.

9 Plans and vessel capacity

9.1 The standard Starter plan is EUR 9.99 per month plus applicable VAT or EUR 99.90 per year plus applicable VAT, for up to two vessels and unlimited users. The Fleet plan is EUR 19.99 per month plus applicable VAT or EUR 199.90 per year plus applicable VAT, for up to ten vessels and unlimited users. Both include all currently offered StarboardLog features, subject to technical availability and these Terms. More than ten vessels requires a custom arrangement and accepted Order.

9.2 Vessel capacity applies per Workspace. The accepted Order controls the paid period, price and applicable tax. A vessel counts against the relevant Plan limit when it is active in that Workspace. An Order for more than ten active vessels requires a custom arrangement.

10 Free Trials

10.1 A genuinely new Account creating its first eligible Workspace receives a 30-day Trial without a payment card. An existing Account creating an additional eligible Workspace receives a seven-day Trial, including an Account that previously joined another Workspace by invitation.

10.2 Being invited into a Workspace does not itself start a Trial. Eligibility may be limited to prevent repeated or abusive trials. A Trial does not automatically convert into a paid Subscription; purchase requires a separate affirmative step.

10.3 When the Trial expires without the applicable active paid Subscription, the affected Workspace becomes Read-Only under these Terms. Authorized reads and available exports remain accessible; Trial expiry alone does not delete the data. Consumer withdrawal rights for a later paid contract remain unaffected.

11 Fees, invoicing, taxes and payment

11.1 Subscription fees, currency, tax treatment, billing cycle and any one-off charges are stated in the Order or current Pricing information presented before purchase. For Consumers, the total price inclusive of applicable taxes will be disclosed as required by law. Business prices may be displayed exclusive of tax where clearly stated.

11.2 The launch payment model is manual invoicing and external payment, primarily by bank transfer. StarboardLog may contact a Customer, issue or send a quotation, pro-forma document, payment request or invoice manually, receive payment externally, verify it manually and administer commercial access through authorised operator controls. The Service does not currently provide automatic card charging, automatic payment collection, automatic invoicing, automatic payment reminders or payment-provider-driven renewal. Any future payment method applies only if actually offered and accepted in the Order.

11.3 The Provider operates as a Hungarian individual entrepreneur with alanyi adómentes (AAM) status. The Customer must provide accurate identity, country, business and valid VAT information. Invoice treatment follows applicable place-of-supply and VAT rules: Hungarian AAM treatment where applicable; reverse charge for qualifying EU business services where applicable; relevant EU consumer rules; and applicable treatment of supplies outside the EU. AAM status does not by itself make every cross-border supply VAT-free. The Provider determines invoice treatment from available information and does not advise the Customer on its own tax position. Billing errors should be reported promptly.

11.4 Payment is complete when cleared funds are received or when StarboardLog otherwise confirms payment. During a reasonable bank-processing period, credible evidence of an initiated transfer may be considered under Section 13. The Customer bears its bank charges unless mandatory law or the Order provides otherwise.

11.5 For a Business Customer, overdue amounts may accrue statutory late-payment interest and any fixed recovery compensation available under applicable law. These B2B remedies do not apply to Consumers unless and to the extent expressly permitted by mandatory law.

12 Subscription Periods and renewal

12.1 A monthly Subscription Period runs from the Billing Date stated in the relevant Order, invoice, payment request or confirmation to the corresponding date in the next calendar month. For example, 17 January to 17 February. If the next month has no corresponding date, the period ends on the last day of that month. At launch, these dates and renewals may be calculated and administered manually outside the application.

12.2 An annual Subscription Period runs from the Billing Date stated in the relevant commercial record to the corresponding anniversary date in the next calendar year. If necessary for a leap-day anniversary, the Order or manually administered date rule will use the last day of February.

12.3 StarboardLog may manually issue and send an invoice or payment request before a Renewal Date. Renewal is not an automatic card charge, invoice, reminder or software-driven state transition. A new paid period is confirmed through the applicable manual invoice, external payment and verification process.

12.4 The Due Date, Billing Date, paid-through date and Subscription Period end will be identified separately where they differ in the Order, invoice, payment request, confirmation or other durable commercial record. They need not all be displayed or calculated automatically in the Account or Workspace interface. Payment does not alter a paid-through entitlement unless StarboardLog and the Customer expressly agree or mandatory law requires otherwise.

12.5 A Customer may prevent renewal by cancelling under Section 25. Unless mandatory law, the Order or an approved refund provides otherwise, fees for a Subscription Period already made available are not refunded pro rata solely because of ordinary cancellation.

13 Non-payment

13.1 Non-payment is managed separately from voluntary cancellation, breach and security suspension. For an existing paid Subscription, if a renewal or other invoiced amount remains unresolved after the Due Date, StarboardLog will administer a grace period of seven calendar days. StarboardLog may contact the recorded billing contact or send a reminder manually, but these Terms do not promise an automated reminder. The grace period does not require StarboardLog to activate an initial paid Subscription before the first payment is received or verified unless the Order states otherwise.

13.2 During the seven-day paid grace period, StarboardLog will normally keep the affected Workspace active while reasonable payment-processing circumstances are considered, unless a separate ground under Section 24 justifies restriction. If the Customer provides credible evidence of payment or raises a bona fide billing dispute promptly, StarboardLog may defer restriction while the matter is manually reviewed. No software timer or payment_due_date field is represented as causing an automatic transition.

13.3 After the grace period, StarboardLog may manually place only the affected Workspace into Read-Only. Authorised reads, downloads and available exports remain accessible, while relevant mutations are restricted. Other Workspaces, Memberships and the User's Account remain unaffected unless they have an independent basis for restriction.

13.4 If the amount remains unpaid, StarboardLog may, following a manual decision and reasonable notice, terminate the affected Subscription no earlier than 30 calendar days after the Due Date. Termination is not represented as an automatic software transition and does not itself trigger immediate destructive deletion of the Workspace. Reactivation or restoration of paid access may be offered after cleared payment and may be administered manually.

13.5 Non-payment does not authorise indefinite retention or immediate deletion of Workspace data. Post-termination retrieval, return, deletion and legal retention are governed by Sections 26–28 and the applicable DPA.

14 Consumer rights and withdrawal

14.1 This Section applies only to Consumers and is in addition to all mandatory rights. A Consumer may withdraw from a paid distance contract for the Service within 14 days from contract formation without giving a reason, using the model form in Annex 1 or any clear statement sent to starboardlog@gmail.com or the verified withdrawal channel shown at purchase.

14.2 If a Consumer wants paid performance to begin during the 14-day withdrawal period, StarboardLog will obtain a separate, express request using a mechanism distinct from general acceptance of these Terms and will provide the required acknowledgement on a durable medium. A preselected checkbox or the Terms checkbox alone is not sufficient.

14.3 If the Consumer validly withdraws after expressly requesting early commencement, the Consumer may be required to pay a proportionate amount for the Service supplied before withdrawal, but only where and to the extent permitted by mandatory law and after the required information was provided. Otherwise, StarboardLog will refund sums due within the statutory period using the legally required method.

14.4 A continuous Subscription is not treated as fully performed merely because access began. Nothing in these Terms removes mandatory rights concerning conformity, repair, price reduction, termination, refund, updates or remedies for a digital service.

14.5 The detailed withdrawal information and model form form part of these Terms. Any more favourable mandatory law applicable to the Consumer prevails.

15 Permitted and prohibited use

15.1 During an eligible Trial or paid Subscription, the Provider grants the Customer and authorized Users a limited, non-exclusive, non-transferable right to use the Service for lawful vessel, booking, maintenance, issue, ownership and expense administration.

15.2 Customers, Users and Guests must not misuse credentials or Guest links; bypass controls; submit malware, unlawful or infringing content; scrape or interfere unreasonably; impersonate another person; reverse engineer except as permitted by mandatory law; or violate privacy or intellectual-property rights. The Customer must ensure that submitted Documents and free text are relevant, lawful and limited to the stated purposes.

15.3 The Provider may investigate credible misuse and restrict affected access proportionately, respecting mandatory rights and lawful data retrieval.

16 Vessel operations and maintenance responsibility

16.1 StarboardLog is a vessel operations and record-management software tool. It is not a charter provider, navigation system, AIS/GPS tracker, vessel registry, classification society, flag-state authority, surveyor, official compliance system, official logbook replacement or maintenance certifier.

16.2 A booking, counter, issue, maintenance warning, due or overdue status, missing warning, record, export or Vessel Record Pack is supporting information derived from user-supplied configuration and data. It does not establish seaworthiness, safety, legal compliance, completion of work or permission to operate.

16.3 The Customer and relevant vessel owner, operator, master, charter provider and qualified professionals remain responsible for inspections, maintenance decisions, required records, crew qualifications, insurance, navigation, vessel safety, charter contracts, payments, deposits, taxes and local requirements. The Provider remains responsible for its own obligations under applicable law and these Terms.

17 Operational records and corrections

17.1 The Service may record usage, vessel counters, components, Maintenance Requirements, Maintenance Events and Issues. Counter and calendar limits, including multiple-limit whichever-comes-first calculations, depend on accurate entries and configuration.

17.2 An Issue is a separate workflow and is not automatically a Maintenance Event or certified work. It may be assigned to an eligible Maintenance-tagged member without granting that member Admin permission. Guest issue reporting does not certify work or change the vessel's legal status.

17.3 Entries, confirmations, corrections, audit history and exports have only the evidential effect supported by their actual contents and applicable law. No electronic signature, authority acceptance or certified maintenance release is promised. The Customer must keep independent legally required primary records.

18 Customer Data, Google Drive, ownership and balances

18.1 The Customer and other rightful holders retain rights in Customer Data. The Provider may process it only as needed to deliver and secure the Service, follow lawful instructions, provide support, enforce these Terms and meet legal duties. Genuinely anonymized aggregate information may be used for operation and improvement; pseudonymized personal data remains personal data.

18.2 An authorized Customer or User may connect their own Google Drive for vessel Documents. The integration uses the limited drive.file permission for files created by, opened with or specifically selected for the Service. StarboardLog holds the connection credentials, metadata and Drive references needed for the feature; underlying document file bytes remain in the connected Google Drive. Removing or archiving a StarboardLog reference does not itself delete the Drive file. The Customer manages its Google account, permissions and underlying files. Guest Access has no Google Drive access.

18.3 Ownership Shares are operational inputs for usage statistics and expense allocation; they do not establish title, amend a co-ownership agreement or determine legal rights. Expenses may be allocated by percentage, equally, by usage or by a custom split. Owner Balances are informational calculations; Settlement entries record a reported settlement and do not transfer funds.

18.4 Each relevant financial entry records its own amount and currency. Balances remain separate by currency and the Service does not automatically exchange currencies. No Workspace base currency applies. StarboardLog is not a bank, payment processor, escrow, accounting or tax service. The Customer checks calculations, underlying obligations and payment evidence.

19 Data protection

19.1 StarboardLog acts as controller for personal data used for its own Account, contractual, Subscription, billing, Terms-evidence, security, fraud-prevention, support and platform-administration purposes. Those activities are described in the applicable Privacy Policy.

19.2 For personal data in an organisational Workspace that StarboardLog processes on the Customer's documented instructions, the Customer normally acts as controller and StarboardLog as processor. The applicable Data Processing Agreement governs that processing and prevails over these Terms for personal-data processing matters.

19.3 The Customer is responsible for its instructions, legal bases, notices, User authorisations and data-subject handling to the extent it determines the purposes and means of processing. StarboardLog remains responsible for its own controller duties and processor obligations.

19.4 Details of subprocessors, international transfers, retention criteria, security measures and data-subject rights belong in the Privacy Policy, DPA and subprocessor information. These Terms do not constitute a complete subprocessor list or privacy notice.

20 Intellectual property and feedback

20.1 StarboardLog and its licensors retain all rights in the Service, software, source and object code, architecture, database structures, interface, design, branding, documentation and improvements, excluding Customer Data and third-party materials.

20.2 The access right in Section 15 is a service-use right only. Except where mandatory law permits, no Customer or User may copy, sell, sublicense, distribute, decompile, disassemble, derive source code from or commercially exploit the Service.

20.3 Third-party and open-source components remain subject to their applicable licences. Any direct third-party integration may also be subject to clearly disclosed third-party terms.

20.4 If a Customer or User voluntarily provides feedback, they grant StarboardLog a non-exclusive, worldwide, royalty-free right to use that feedback to improve the Service, without identifying the person publicly and without acquiring ownership of Customer Data.

21 Security and elevated support access

21.1 The Provider uses risk-appropriate technical and organizational measures. The Customer protects credentials, devices, role assignments, Guest links and connected accounts and reports suspected compromise promptly.

21.2 Elevated platform or Master Admin access may be used only when reasonably necessary for support, security, billing or legal administration, with confidentiality and restricted access. Workspace switching or impersonation requires a recorded reason and creates audit evidence. Customer-specific troubleshooting normally follows an Admin request; justified emergency or legal access may occur without advance authorization.

22 Availability, maintenance and support

22.1 Standard access is supplied with reasonable continuity but without an uptime percentage or recovery objective unless an accepted SLA states one. Material planned interruption will be communicated where reasonably practicable.

22.2 Standard support targets an initial response within 24 Business Hours; priority support, where included in an accepted Order, targets 12 Business Hours. These are non-guaranteed initial-response objectives and not resolution or around-the-clock commitments. Consumer remedies remain unaffected.

23 Service and price changes

23.1 StarboardLog may make minor, non-material changes, bug fixes, security updates and improvements that do not materially reduce the paid Service. StarboardLog may also change the Service for legal, security, technical, interoperability, capacity or improvement reasons.

23.2 If a change materially and adversely affects paid functionality, StarboardLog will provide appropriate advance notice and, where required by law, a durable-medium notice and a right to terminate without additional charge. A Consumer will not be charged extra merely because StarboardLog makes a contractually permitted service modification, and mandatory digital-service rights apply.

23.3 Material price changes for a monthly Subscription will normally be notified at least 30 days in advance and will not take effect before the next eligible Renewal Date. A price change for an annual Subscription will generally apply from the next annual renewal and not during the already-paid annual Subscription Period.

23.4 The accepted price for a current Subscription Period is the price recorded in the Order. New prices may apply to new Orders immediately. Consumer notice, transparency, cancellation and unfair-terms protections prevail.

24 Suspension

24.1 StarboardLog may suspend or restrict an Account, Membership, Workspace or function immediately, or on shorter notice than an ordinary cure period, where reasonably necessary to address a credible security threat, fraud, suspected fraudulent use, unlawful use, abuse, attempted unauthorised access, intentional interference, risk to other customers or data, or a binding legal or regulatory requirement.

24.2 A suspension must be proportionate in scope and duration where reasonably practicable. StarboardLog will give notice of the reason and available review or remediation steps unless notice would compromise security, violate law or create material risk.

24.3 For an ordinary remediable breach, StarboardLog will normally give notice and 10 calendar days to cure before terminating for cause. The cure period does not apply where the breach is incapable of cure, repeated after cure, urgent under Section 24.1, or where mandatory law permits a different measure.

24.4 Payment restriction follows Section 13, not this Section. A suspension of one Workspace does not automatically suspend unrelated Workspaces or close the User's Account.

25 Cancellation and termination

25.1 The Customer may cancel or elect not to renew a Subscription for an individual Workspace by a clear notice to StarboardLog or through a cancellation function if one is made available. Cancellation takes effect at the end of the current paid Subscription Period unless the Customer exercises a statutory right requiring earlier termination. At launch, cancellation and the corresponding commercial state may be administered manually.

25.2 StarboardLog will normally preserve full use of the affected Workspace until the effective cancellation date for the already-paid Subscription Period and may administer that access manually. Ordinary cancellation does not create a pro-rata refund. Mandatory Consumer withdrawal, conformity and refund rights, duplicate payment corrections, expressly approved credits and StarboardLog-caused remedies remain unaffected.

25.3 StarboardLog may terminate for material breach after the cure process in Section 24.3, or immediately where a proportionate immediate termination is justified by an incurable or severe security, fraud, unlawful-use or legal issue. For Consumers, termination powers are subject to mandatory fairness, conformity and refund rights.

25.4 StarboardLog may terminate for non-payment only under Section 13. A Customer may exercise any statutory termination right available for non-conformity, material adverse modification, prolonged failure or other mandatory ground.

25.5 Ending one Subscription or Workspace does not itself end an Account, a Membership in another Workspace or another Workspace's Subscription.

26 Consequences of termination

26.1 On the effective termination of a Workspace Subscription, active operational use ends. The Provider normally makes approximately 30 calendar days of Read-Only access or reasonable retrieval assistance available where technically, legally and securely appropriate. This does not imply automatic destructive deletion on a fixed day.

26.2 The Customer should obtain supported exports and independent copies of legally required records. Return, deletion and lawful residual retention of Customer Personal Data follow the DPA; controller-side billing, security and legal records follow the Privacy Policy. Connected Google Drive files remain governed by the relevant Google account and actual integration behavior. Ending one Workspace does not end unrelated Workspaces or Accounts.

26.3 Accrued fees, intellectual property, confidentiality, liability, dispute and lawful retention provisions survive to the extent their purpose requires.

27 Export, retrieval and deletion

27.1 Authorized Users can use available Workspace exports and the Vessel Record Pack during active or Read-Only access, within their roles. The selected range and available format determine the included data and document references. Underlying files held in the connected Google Drive are managed through that account; an export of StarboardLog records does not by itself promise a copy of every Drive file.

27.2 Deletion is scoped to the relevant Account, membership, Guest Access, Customer record, Workspace or data category. Removal of membership or expiry of Guest Access does not automatically erase historical attribution or unrelated data. Google Drive file deletion follows the actual integration and the Customer's Drive controls. Backup residuals may remain protected until normal rotation, subject to the DPA and law.

27.3 Mandatory switching, portability, exit and retrieval rights under applicable law prevail over these Terms. The Customer may request reasonable exit information through the contact channel in Section 36.

28 Backup and recovery limitations

28.1 The Service is hosted on managed cloud infrastructure and may rely on provider-controlled backup or resilience mechanisms for the application database. Any such mechanisms are not a Customer-controlled archive. Their project-specific configuration, availability, frequency, retention and continued operation are not guaranteed unless expressly stated in a separate SLA.

28.2 Where a database backup is available, recovery may require whole-database restoration and may revert the database or schema to an earlier recovery point, with loss of later changes. StarboardLog does not guarantee selective restoration of an individual record, table, Account, Membership or Workspace. Underlying Google Drive files are not part of a StarboardLog database restoration.

28.3 StarboardLog does not promise Point-in-Time Recovery, a particular backup frequency or retention period, a specific recovery time, a maximum data-loss window, zero data loss, guaranteed recovery, selective restoration or a disaster-recovery service level. StarboardLog does not back up or restore the underlying files held in the Customer's Google Drive.

28.4 Customers should export and retain independent copies of legally or operationally important records. This risk allocation does not remove any mandatory obligation of StarboardLog relating to security, processing, conformity, breach or liability.

29 Service conformity and limitations

29.1 The Provider supplies the Service to the contractual standard required by applicable law. Consumers retain mandatory digital-service conformity, update and remedy rights.

29.2 For Business Customers, subject to express obligations and non-excludable rights, the Service is supplied as available without a guarantee of uninterrupted operation, third-party compatibility, regulatory acceptance, a specific maritime result or the accuracy of Customer-supplied entries. The Provider does not independently verify ownership, charter permissions, counter readings, maintenance actions, expenses or currency inputs. Specific public and pre-contract statements remain effective where mandatory law so requires.

30 Liability

30.1 Nothing in these Terms excludes or limits liability for intentional misconduct or fraud; death, personal injury or damage to health where exclusion is prohibited; liability that cannot be excluded or limited under section 6:152 of the Hungarian Civil Code or other mandatory law; or a Consumer's mandatory remedies and rights.

30.2 Subject to Section 30.1, StarboardLog's aggregate liability to a Business Customer arising out of or relating to a particular Workspace and these Terms, whether in contract, tort or otherwise, will not exceed the higher of: (a) the Subscription fees paid or payable for that Workspace during the 12 months immediately preceding the event giving rise to the claim; and (b) the applicable annual Subscription fee for that Workspace at the time of the event.

30.3 Subject to Section 30.1, StarboardLog is not liable to a Business Customer for loss of profit, revenue, anticipated savings, goodwill or business opportunity, or for indirect or consequential loss, to the extent such loss was not a foreseeable and direct consequence for which liability may not lawfully be excluded. Data loss and operational interruption are not automatically classified as indirect loss merely by label.

30.4 The cap and exclusions do not reduce the Customer's obligation to pay fees properly due. Subject to Section 30.1, liability arising from confidentiality, data protection or security is governed by this Section unless an applicable DPA or Enterprise Order expressly and validly provides a different cap. Liability for gross negligence is limited only to the extent permitted by mandatory law. No separate super-cap applies unless expressly agreed in an Enterprise Order.

30.5 For a Consumer, StarboardLog is liable according to mandatory law. Any limitation in this Section applies only to the extent it is fair, transparent and legally enforceable and does not deprive the Consumer of conformity, withdrawal, refund, personal injury or other mandatory rights.

30.6 The maritime responsibility allocation in Section 16 identifies matters controlled by maritime participants. It is not an absolute waiver of StarboardLog's responsibility for its own breach, security failure, misrepresentation or legally attributable damage.

31 Business Customer indemnity

31.1 A Business Customer will indemnify the Provider for a third-party claim to the extent directly caused by Customer Data or Documents supplied without the necessary rights or legal basis, infringement by Customer content, or deliberate unlawful use of the Service.

31.2 The Provider must promptly notify the Customer, offer reasonable control of defense and settlement, and cooperate reasonably. The Customer is not responsible to the extent the claim results from the Provider's breach, negligence or unlawful processing. A settlement may not admit the Provider's fault or impose non-monetary obligations without reasonable consent. Section 30's liability structure applies unless a valid negotiated agreement says otherwise.

32 Confidentiality

32.1 This Section applies principally between StarboardLog and a Business Customer. Each party must protect the other's non-public business, technical, security and operational information with at least reasonable care and use it only for the contract.

32.2 Confidential information does not include information lawfully public without breach, already lawfully known, independently developed, or lawfully received without restriction. A party may disclose information where required by law, giving notice where legally permitted.

32.3 Personal data is governed by applicable data-protection law and the DPA. This Section does not replace those duties. Credentials and vulnerability information must always be handled as sensitive security information.

33 Enterprise Orders and service levels

33.1 An Enterprise Order may specify custom pricing, Plan limits, implementation, onboarding, support, security requirements, service levels and invoicing. General marketing references to "SLA" or "priority assistance" do not create an uptime or resolution commitment without a defined, accepted SLA.

33.2 A separate SLA applies only to the metrics, measurement method, exclusions, remedies and period it expressly covers. Unless stated there, the standard availability and support provisions remain applicable.

33.3 An Enterprise Order may not reduce mandatory Consumer rights or statutory data-protection obligations.

34 Assignment and Workspace transfer

34.1 A Customer may request transfer of a Workspace or Customer relationship after a vessel or business sale, succession or organizational change. An Admin role change or Ownership Share entry is not itself a transfer of contract or legal title.

34.2 Transfer requires identity and authority checks, allocation of charges and lawful Customer Data handling. The incoming Customer may need to accept the current Terms, DPA and Order. The Provider may assign the contract in a genuine business transfer subject to mandatory notice and rights.

35 Force majeure

35.1 A party is not liable for delay or failure caused by an event outside its reasonable control that was not reasonably foreseeable when the contract formed and whose consequences could not reasonably be avoided or overcome, to the extent recognized by applicable law.

35.2 A natural disaster, war, major power or communications failure or qualifying infrastructure failure may be such an event. A cyber incident or provider outage does not qualify automatically if reasonable security, configuration, resilience or mitigation would have prevented or materially reduced it.

35.3 The affected party must reasonably mitigate and notify the other of material effects. A prolonged inability to supply the paid Service may allow either party to end the affected Subscription, subject to mandatory refund, data access and Consumer rights.

36 Notices and electronic communications

36.1 StarboardLog may send operational, legal, payment, security, suspension, termination, price-change and Terms-change notices to the email address recorded for the relevant Account, billing contact or Workspace Owner, and may also provide an in-app copy. Notices may be sent manually or through available functionality; these Terms do not promise that lifecycle notices or reminders are generated automatically. Marketing communications are separate and are not contractual notice merely because sent by email.

36.2 Customers and Users must keep contact information current. A notice is treated as received when delivered to the recorded email without a delivery-failure message, subject to mandatory law and evidence to the contrary. For Consumers, durable-medium and receipt requirements prevail.

36.3 Notices to StarboardLog may be sent to starboardlog@gmail.com, except where a different verified legal, complaint, withdrawal or security channel is stated in the Order or mandatory notice. Postal legal notice address: 9400 Sopron, Semmelweis utca 10., Hungary.

37 Changes to these Terms

37.1 StarboardLog may make non-material clarifications, corrections or changes required by law or security, with notice appropriate to their significance. Changes do not apply retroactively to completed obligations unless mandatory law requires otherwise.

37.2 For a material change, StarboardLog will explain the nature, reason and effective date and give reasonable advance notice, normally at least 30 days unless a shorter period is required for urgent law or security. Notice will be provided by email or another durable medium where required.

37.3 A material change that creates a new obligation, materially reallocates risk or adversely affects a Consumer may require express reacceptance or give a right to terminate without additional charge, as applicable. Continued use is not the sole acceptance mechanism for every material change.

37.4 StarboardLog maintains an identifiable Terms version and effective date. Account-level acceptance records the authenticated Account, accepted version and server-generated UTC timestamp, without fabricating or backdating historical acceptance. The current version may require renewed affirmative acceptance. Order-specific acceptance, Customer identity, representative authority and durable Consumer confirmation remain separate.

38 Governing law, language and territorial safeguards

38.1 These Terms and each Order are governed by the laws of Hungary, excluding conflict-of-laws rules, except that a Consumer retains the protection of mandatory provisions of the law of the country of the Consumer's habitual residence where those provisions apply notwithstanding the choice of Hungarian law.

38.2 The English version is the core contractual version. Before Hungarian B2C publication, StarboardLog will provide the required or recommended Hungarian consumer-facing version and information layer. A language-precedence clause will not be interpreted to remove a Consumer's right to clear information or mandatory protection in an applicable language.

38.3 StarboardLog may provide translations for convenience. If a translation conflicts with the English core in a Business Customer contract, the English version prevails unless the Order states otherwise. For Consumers, the version and information actually provided to the Consumer and mandatory interpretation rules prevail to the extent required by law.

39 Disputes, consumer complaints and remedies

39.1 The parties will first try in good faith to resolve a dispute directly, but this does not delay or restrict urgent relief, a statutory complaint, a withdrawal notice or a limitation period.

39.2 For a Business Customer, the courts of Hungary having subject-matter jurisdiction at the Provider's registered seat have exclusive jurisdiction to the extent a valid jurisdiction agreement may be made.

39.3 A Consumer may bring proceedings before any court available under mandatory jurisdiction law and is not required by these Terms to litigate exclusively in Hungary. Mandatory consumer law and forum rights remain unaffected.

39.4 A written Consumer complaint will be substantively answered within 30 days as required by Hungarian law. If rejected, StarboardLog will provide the legally required reasons and current information about the competent conciliation or other redress body. Consumer complaint postal address: 9400 Sopron, Semmelweis utca 10., Hungary. The competent body for consumers in Sopron and Győr-Moson-Sopron is the Győr-Moson-Sopron Vármegyei Békéltető Testület, operated by the Győr-Moson-Sopron Vármegyei Kereskedelmi és Iparkamara. Postal address: 9021 Győr, Szent István út 10/A., Hungary. Email: bekelteto.testulet@gymsmkik.hu. Telephone: +36 96 520-217. Website: <https://www.bekeltetesgyor.hu>.

39.5 The discontinued EU Online Dispute Resolution platform is not presented as an available redress channel. Technical support requests are separate from statutory Consumer complaints.

40 Miscellaneous

40.1 These Terms, the accepted Order, DPA for its subject matter and any agreed SLA form the agreement for the Subscription. They do not exclude liability for fraud, misrepresentation or binding pre-contract statements.

40.2 If a provision is invalid, the rest remains effective to the lawful extent; Consumer unfair-term rules prevail. Failure to enforce is not a waiver. Headings aid reading; mandatory law prevails over inconsistent wording.

40.3 Use of the Service creates no partnership, employment, agency, fiduciary, charter-provider or vessel-operator relationship between the Provider and the Customer. The Provider may engage service providers subject to its contractual and legal duties, including the DPA.

41 Contact and version information

Provider: Sándor Levente Szabó e.v., 9400 Sopron, Semmelweis utca 10., Hungary; individual entrepreneur registration number 61070435; Hungarian tax number 91404451-1-28; EU VAT number HU91404451. Contact: starboardlog@gmail.com. Version 1.0. Effective Date: 26 September 2026.

Annex 1 Consumer withdrawal information and model form

A Consumer may generally withdraw from a paid distance Service contract within 14 days from its formation without giving a reason. Sending a clear statement before that period expires is sufficient. Notice may be sent to starboardlog@gmail.com or by post to the verified Provider address above. A separate express request is required if the Consumer wants paid performance to begin during that period. After a valid withdrawal, refunds and any lawful proportionate charge for expressly requested early performance follow mandatory law; continuous access is not fully performed merely because it began.

Model notice: To the Provider identified above. I/we withdraw from the StarboardLog Service contract for Workspace/Order _____, concluded on _____. Consumer name _____. Address _____. Date _____. Signature only if sent on paper _____.