

General Terms and Conditions for the registration on and use of the Boatpark platform ("Platform Terms and Conditions").

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I. General information

1. scope of application

Boatpark AG (hereinafter referred to as "Boatpark") offers a platform for the temporary brokerage or rental of boat moorings in certain regions (hereinafter referred to as "platform") via the website www.boatpark.app and various other access channels (e.g. mobile app). These General Terms and Conditions for registration on and use of the platform (hereinafter also referred to as "GTC") regulate the relationship of users registered on the platform, i.e. whether they are interested in using the platform (hereinafter referred to as "user") or in renting or procuring a mooring (hereinafter referred to as "provider"), with Boatpark with regard to the use of the platform and the services of Boatpark. By registering, the user acknowledges these GTC as legally binding for him/her for this area of application.

2. amendments

Boatpark can adapt these GTC at any time and without giving reasons. In doing so, Boatpark is obliged to announce the changes in advance and in a suitable manner. Without written objection within one month of notification or with the continued use of the platform after the expiry of the objection period, the changes are deemed to be accepted by the user. Alternatively, Boatpark can request users to actively accept the amended GTC. All other changes to these GTC or agreements deviating from these GTC must be made in writing. In the event of an objection the user is free to terminate the contractual relationship according to section II.4. In the event of termination, the previous GTC shall continue to apply until the contractual relationship is terminated. In the absence of termination and continued use of the platform, the objection shall be deemed withdrawn and the changes shall be deemed to have been subsequently accepted.

3. country versions

Boatpark is active in various countries and can set up group companies for regional business (hereinafter referred to as "country companies"). The following applies with regard to the contractual relationship: The contractual relationship regarding the use of the platform is always between the user and Boatpark AG with its registered office in Switzerland, provided the user is domiciled in Switzerland, irrespective of which regional platform the user registers via. Otherwise the contractual relationship with any national company in which the berth is located applies. If there is no local Boatpark national company, Boatpark AG with its registered office in Switzerland is the contractual partner.

II. registration

1. general

The platform and its services may only be used by registered users. Commercial use of the platform is only permitted after a separate agreement with Boatpark. The registration is free of charge and non-transferable. The user account is personal and may not be made available to third parties. In the event of inactivity of more than 180 days Boatpark is entitled to delete user accounts and to terminate the contractual relationship.

2. registration requirements

When registering, the respective mandatory fields must be filled in correctly and accurately. The user assures that his details are always up to date, complete and truthful and will provide evidence of this on request. Selected user names must not be misleading, obscene, condescending or otherwise offensive or unfair. Secure passwords must be chosen. There is no right to registration. Boatpark can refuse such a registration without giving reasons.

3. start of contract and admission as user

The user is registered when he/she has completed and submitted his/her registration application, has agreed to the GTC and has received a welcome email from Boatpark for confirmation. By registering, the user enters into an agreement with Boatpark regarding the use of the platform and the related services of Boatpark. These general terms and conditions and any other provisions referred to in the general terms and conditions form part of this agreement. Boatpark can also require users to sign a written agreement and terminate the agreement without notice if the agreement is not signed and returned within the time limit.

4. termination of the contract

The user can terminate the contract with Boatpark, as far as legally permissible, at any time and without giving reasons by written declaration. Upon receipt of the notice of termination, Boatpark can immediately block the user account and the further use of the platform in whole or in part. The right to extraordinary termination for good cause remains unaffected. Boatpark has the right (but not the obligation), upon termination of the agreement, to delete all information, content and transaction data stored about the user without notice and to identify the user as deleted. Boatpark is entitled, insofar as legally permitted, to exclude a user from the platform at any time without giving reasons and without notice, i.e. to terminate the use and therefore the agreement with Boatpark, without the user having any claims against Boatpark as a result. A right of termination without notice at any time applies in particular in the event of violations by the user of these GTC or any other provisions of Boatpark. Boatpark is entitled (but not obliged) to temporarily block or definitely exclude a user without compensation if there are indications that this user lives in the same household as another blocked or excluded user or is in some other connection with this user, that these GTC or any other provisions of Boatpark have been or will be violated or that there is any other abuse. Boatpark will inform the user of the blocking or exclusion or termination in writing, via the platform and/or by email. Existing contracts for berths are not affected by a termination of use and cancellation of the contract with Boatpark. They can be terminated in accordance with legal regulations, unless these GTC provide otherwise.

III. duties of the user

1. user account

The user is obliged to keep his password secret at all times. If there is a risk, suspicion or certainty that a third party knows the password, it must be changed immediately. The user is responsible for all actions taken using his user name and password towards Boatpark and other users as if they were his own. Boatpark's records in this respect are recognised by the parties as presumably correct, complete and conclusive.

2. using the platform

Unless otherwise agreed (e.g. through an agreement on the use of an API), the Platform may only be used manually and only as intended by the API. The use of mechanisms, software or other scripts, which may burden the platform or which may be contrary to the obvious or declared interests of Boatpark, is prohibited. In particular, no crawlers, search robots or other automated procedures may be used to read out data or users of the platform. Users may not take any measures that could result in an unreasonable or excessive load on the platform or otherwise have a disturbing effect on the platform. Users are prohibited from blocking, overwriting or modifying content generated by the platform. Users may not use the Platform for any form of advertising. In particular, the contents published on the Platform may not contain any links or Internet addresses (except links to the homepage of the port of a berth). Furthermore, the resale / further mediation of services via the platform is not permitted, unless expressly agreed otherwise with Boatpark. Boatpark can communicate with users via

the platform and in this way send them legally binding messages. This is done, for example, by means of push messages in apps and / or supplementary information e-mails. They are considered delivered as soon as they are available on the platform for the users concerned. This also applies if Boatpark notifies the user of the receipt of new messages by email and this email display does not work. It is the responsibility of the user to regularly check the platform for the receipt of new messages.

3. intellectual property, third party rights, compliance with applicable law

Texts, pictorial representations and other content and information, which a user publishes on the platform in any way and form (e.g. through the photo of the respective berth) or communicates in any other way via the platform, may be used by Boatpark in connection with the operation of the platform, the provision of its services as well as for its advertising and documentation (including the use of screenshots) without restriction in terms of time and place and without remuneration. The user warrants that these texts, images and other content and information do not infringe any intangible property rights, personal rights or other rights of third parties or otherwise violate applicable law or morality and that he/she may allow Boatpark to use them as described above. The texts, pictorial representations and other content and information may not be insulting, condescending, obscene, defamatory, harassing, defamatory, disparaging, damaging to reputation, misleading and the like or lead to confusion. The user may only publish images on the platform which he has created himself or for which Boatpark has received permission from the copyright holder for the intended use; this also applies to content already published on the internet. The user also commits himself otherwise to abide by the applicable law in every respect. Texts, images and other content and information on the platform may only be used to the extent and for as long as this is necessary for the proper use of the services addressed via the platform. The users are not granted any rights in this respect. The use of Boatpark's logos, trademarks and other marks is only permitted with prior express permission and only within the framework of Boatpark's specifications.

IV. special rights and obligations of Boatpark

Boatpark offers its services to users via the platform within the framework of its resources, operational possibilities and strategic orientation. Boatpark is free in its design. The platform can be accessed via various end devices / websites and apps (collectively referred to as "access channels"). The decision on the access channels is solely at the discretion of Boatpark. Boatpark is entitled to change, expand, restrict and discontinue these at any time. The use of apps may be subject to the acceptance of additional licence and usage conditions by Boatpark and third parties. In addition, further costs may arise (e.g. charges for mobile data connections / roaming costs); the user is solely responsible for these. Boatpark may process and adapt texts, images and other content and information provided by the user in such a way that these can be displayed on the websites and in the apps as required. The representations may vary depending on the access method. However, users are bound in the same way for each access method when concluding a contract. Boatpark makes no warranty for the berths offered for booking, in particular with regard to their suitability or availability.

V. Offer of berths

1. leasing or brokerage

The nature of the contractual relationship between the provider and the user of a berth is determined by whether or not the port fee is included in the price.

The offerer defines the type of contractual relationship applicable to his berths on the platform by indicating whether or not the port fee is included in the fixed price:

- **"Harbour fee included?" = No:**

In this case the contractual relationship is limited to the fact that the provider provides the user with information on the availability of the berth and furthermore assures the user that the berth is freely available at the indicated times and that the user may pass this information on to the port operator with binding effect for the purpose of concluding a limited rental agreement (brokerage agreement according to Art. 412ff. OR). The provider is therefore only a mediator between interested tenants (users) and the port.

However, the contractual relationship with regard to effective rental of the berth shall only come into existence between the Port and the User as soon as the User has duly checked in at the Port and paid the Port fees. In this case the payment of the harbour dues is not made via the Boatpark platform and is to be paid by the user in addition to the price as stated on the Boatpark platform. If this is noted in the description of the place, the price paid in Boatpark will be deducted from the port.

- **"Harbour fee included?" = Yes:**

The provider authorised to sublet as lessor (main tenant, harbour or owner) concludes a limited rental contract with the user as tenant for the agreed period of time for the use of the agreed berth at the price as stated on the Boatpark platform (rental contract according to Art. 253ff. OR). Insofar as the provider himself is the lessee / leaseholder of the berths, he guarantees that he may sublet them within the framework of the platform and that he has the necessary consent of the owner or port.

Boatpark is authorised by the supplier to conclude the relevant agreements and to collect the fee payable under these agreements and acts as an authorised representative for the supplier.

2. contractual relationship in case of brokerage of berths (harbour dues excluded)

A brokerage agreement is always concluded between the user interested in the rental and the respective provider of a berth in accordance with the provisions of Boatpark for the brokerage of short-term rental contracts in the version valid at the time of the conclusion of the brokerage agreement as well as any other special terms and conditions that may arise in detail from the offer on the platform.

Boatpark exclusively provides the platform and is not a party to these Lease Agreements and therefore not responsible for their correct fulfilment.

3. contractual relationship for the rental of berths (harbour dues included)

A berth rental agreement is always concluded between the hiring user and the respective provider (i.e. the port, owner or the main hirer authorised to sublet) in accordance with Boatpark's terms and conditions for the rental of berths in the version valid at the time of the conclusion of the rental agreement as well as any other special terms and conditions that may arise in detail from the offer on the platform.

Boatpark exclusively provides the platform and is not a party to these rental agreements and therefore not responsible for their correct fulfilment.

The provider undertakes to notify Boatpark of the port operator responsible for the berth in question so that Boatpark can agree a settlement of the port fee with the port. Until an agreement is reached with the port, the harbour dues will be credited to the provider, whereby the provider remains fully liable to the port.

4. information on the berth

The provider of a berth enters via the platform the various details of the respective berth (e.g. dimensions, port, berth number, etc.) as well as the periods of availability with corresponding price.

The provider has the possibility at any time to extend or reduce the availability at his own discretion. It is possible to define the availability of a berth only day-by-day ("day-by-day" option): in this case the berth can be booked by a user at the earliest on the day of the beginning of the period of use and only for the duration of 1 night. This allows the provider to end the period of availability daily and to make the berth available again for his own use. If reservations with Boatpark users have already been made for these berths, the contractual partner assures that these can be fulfilled in full.

It is the responsibility of the provider to ensure that the use of the berth is actually possible within the agreed period. Should the use not be possible, e.g. because the berth is occupied by another boat despite reported availability, then Boatpark is authorised by the provider, regardless of fault, to collect a fine in the amount of one day's rent.

The availability period is defined from 17:00 (local time at the location of the berth, check-in time) on the first day of the available period until 11:00 (check-out time) on the last day of the available period.

The provider has the possibility to publish further contents concerning the berths (e.g. links to web pages) via his user account. The provider assures that he only offers areas as berths via Boatpark which are suitable for this purpose. The provider may only provide berths that are not encumbered with any easements that would be impaired by the use as a berth.

The provider is free to make other conditions the subject of the contract (e.g. a restriction regarding the type of boat, the inclusion of other services in the price, additional information such as telephone numbers, etc.). These must be indicated by the provider in the description of the berth. Special conditions of the provider must not conflict with the essential provisions of the GTC.

If you release your own berth from the current day on in day-by-day mode (day-by-day option), the berth will only be available for other users after 30 minutes. This enables the provider to reserve another berth for himself or to cancel the availability of his own berth if no free berth is found at another location.

The provider assures that all information entered in the app is correct and that any port regulations are complied with.

The provider indemnifies Boatpark against all claims by third parties with regard to the information on berths and/or their availability.

5. boat park commission

Boatpark receives a commission for the provision of the platform (hereafter "Boatpark commission") which is calculated according to the table below. The Boatpark commission is calculated on the basis of the total end customer price displayed on the platform (or a possible cancellation fee) as follows

	Port fee included		Port fee not included	
	Harbour Places	Private seats	Harbour Places	Private seats
Boat park commission	10% of the end-customerprice, min. 1.50 CHF/EUR/USD/GBP per night	20% of the end-customerprice, minimum 1.50 CHF/EUR/USD/GBP per night	100% of the end-customerprice, min. 1.50 CHF/EUR/USD/GBP per night	35% of the end-customerprice, min. 1.50 CHF/EUR/USD/GBP per night

Gross remuneration for private providers	n/a	Individually by port, through Boatpark agreed with the port, minimum 8% of the final customer price.	n/a	Balance after deduction of the boat park commission (approx. 65% of the final customer price)
Port fee (to be transferred to port)	Balance after deduction of the boat park commission (approx. 90% of the final customer price).	Individual to port, through Boatpark agreed with the port.	n/a (Must be paid directly on site by the user to the port. In case of any-discrepancy with the description of the place, the Boatpark price will be deducted from the harbour fee).	n/a (Must be paid directly on site by the user to the port. In case of any-discrepancy with the description of the place, the Boatpark price will be deducted from the harbour fee).

For private spaces for which the harbour does not transfer any remuneration in the event of subletting (including harbour dues) to the main renter as supplier, Boatpark will transfer at least 8% of the total end customer price to the main renter (whereby the Boatpark commission will be reduced accordingly).

In the event of cancellation by the user, any cancellation fee charged will be settled according to the same scheme (instead of the total end customer price the cancellation fee will be used as a basis).

Deviating commissions must be agreed in writing between Boatpark and the contracting party.

6. payment processing to the provider

Payments are processed as follows: The supplier authorises Boatpark to accept payments (fees) from users in the name and on account of the supplier. As an authorised representative, Boatpark collects the fee agreed between the supplier and the user via the platform for the supplier using the chosen payment method. The fees received by Boatpark are invoiced to the supplier on a monthly basis. All gross income minus the Boatpark commission, as well as any charges to the port operators, are listed there. The provider can then demand payment exclusively to the bank account deposited by the provider in the app or use the balance for payments within the platform (as user). Credit balances with an equivalent value of less than CHF 50 will not be paid out, but carried forward to the next month as a balance. Any (bank) fees for the transfer are borne by the beneficiary (whereby for payments in euros, wherever possible, low-cost SEPA payments are used). The indication of the account balance in the app is for the user's information, but is not binding. Binding information on the account balances is provided by means of the monthly statement. The fees received by the provider for all bookings with an end date in the respective billing month are taken into account in the monthly billing. In the event that payments are subsequently charged back, Boatpark is entitled to either reclaim them from the supplier or to offset them against the payments of the current month. According to the regulations of the GTC, users have the right to cancel berths before the start of the park / start of the contract. If a user cancels prior to the commencement of the contract, the user will still incur charges depending on the time of cancellation. These (reduced) cancellation fees will be invoiced in the same way as normal fees. The provider undertakes to provide all necessary information for Boatpark to issue invoices in a proper manner and to keep this information up to date at all times. Boatpark accepts no responsibility for the accuracy and completeness of the information provided by the supplier on the invoices.

7. tax obligations

The provider is solely responsible for the fulfilment of all tax obligations. This includes both the obligation to submit appropriate tax returns when brokering/renting berths and the

obligation to pay the taxes received to the competent authority. The provider is solely responsible for determining which authority is responsible for him. Boatpark does not provide the provider with any tax or legal advice.

VI. booking of berths

1. leasing or brokerage

The provider defines the type of contractual relationship applicable to his berths on the platform by stating whether or not the port fee is included in the fixed price (see also section V. Offering berths):

- **"Harbour fee included?" = No:**
In this case the contractual relationship is limited to the fact that the (not authorised to sublet) provider provides the user with information on the availability of the berth and furthermore assures that the berth is freely available at the specified times and that the user may pass this information on to the port operator in a binding manner for the purpose of concluding a limited rental agreement (brokerage agreement according to Art. 412ff. OR). However,
the contractual relationship regarding effective rental of the berth shall only come into effect between the port and the user as soon as the user has duly checked in at the port and paid the port fees. In this case the payment of the harbour dues is not made via the Boatpark platform and is to be paid by the user in addition to the price as stated on the Boatpark platform.
- **"Harbour fee included?" = Yes:**
The provider authorised to sublet as lessor (main tenant, harbour or owner) concludes a limited rental contract with the user as tenant for the agreed period of time for the use of the agreed berth at the price as stated on the Boatpark platform (rental contract according to Art. 253ff. OR). Insofar as the provider himself is the lessee / leaseholder of the berths, he guarantees that he may sublet them within the framework of the platform and that he has the necessary consent of the owner or port.

2. booking process

The agreed time period and berth result from the corresponding booking process of the platform and are bindingly recorded by the platform. For this purpose the user first selects a berth on the Boatpark app, sets the start and end date and then presses the button "Book for -Betragg-". By doing so, he makes an offer to reserve the berth in question, which is then - subject to availability - accepted by the platform. The booking is confirmed to the User by the platform by e-mail.

The booking period is defined from 5:00 p.m. (local time at the location of the berth, check-in time) on the first day of the booked period until 11:00 a.m. (check-out time) on the last day of the booked period.

Privileged booking: Berths that are provided in day-by-day mode ("day-by-day" option) can only be booked by default from 15:00 (local time). Users who release their own berths for the same day are privileged and can book these berths for the same day at any time.

The conclusion of the contract is confirmed to the user by the platform by e-mail. The contract is concluded in German language. The fee owed is individual for each berth and is displayed on the platform; it may change at any time, but is deemed to be fixed upon conclusion of the contract. The fee already includes any additional costs and the commission for Boatpark. Accordingly, the user agrees that Boatpark accepts and retains commissions for itself.

3. terms of payment

Boatpark is authorised by the supplier to accept payments (fees) from users in the name and on behalf of the supplier. As an authorised representative, Boatpark collects the fees agreed between the supplier and user via the platform on behalf of the supplier after conclusion of the agreement regarding the chosen method of payment and therefore accepts payment on behalf of the supplier. The user agrees to this collection of fees upon conclusion of the contract. The respective payment methods offered by Boatpark are available, whereby the conditions for this vary depending on the payment method and the terms of use of the respective payment provider apply. Payment of the fees is initially made to Boatpark (as the authorised representative for the collection of payments), which will transfer the fees paid to the payment provider after deduction of its commission and any other shares to which it is entitled, as well as any other amounts owed by the payment provider. All fees are inclusive of value added tax at the statutory rate, if applicable. Boatpark will invoice the fees to the user in the name and on account of the provider.

4. special obligations of the user

The berths booked may only be used for the purpose for which they are intended, i.e. normally for the temporary mooring of watercraft. The vehicles must comply with the legal regulations in force at the place where the berth is located (including its ordinances). In the absence of any other instructions from the site or the provider, all regulations must also be followed by the user at the berth. The use of the berth must not impair the legitimate interests of either third parties or the provider. The berth and the surrounding area must be used with care and may not be used in any way beyond the proper use and may not be damaged or polluted. Damage and other circumstances that impair the use of the berth for its intended purpose must be reported immediately to the provider and, if applicable, to the Port Authority. A user may only use the berth he has booked and only during the agreed period. He may not sublet the berth or make it available to third parties. The user owes the provider the agreed fees and in case of misuse or overuse, if applicable, additional berth and penalty fees (from 1 hour overuse a whole day's rent will be charged). They become due immediately. Furthermore, the user undertakes to comply with any further berth/property-specific house and/or usage regulations of the provider or the port (which are e.g. posted at the port or given to the user by the provider via the platform) and to follow all instructions of the port authorities. If the Port Authorities allocate a different place for the overnight stay than the one booked, then this instruction must be complied with and there is no entitlement to use the actually booked place.

5. cancellation rules

The user can cancel any booking up to 10 days before the beginning of the period of use. In case of short-term cancellation the following refund of the fee applies:

Cancellation before the start of use	Proportion refund of the fee
< 48 hours.	0%
2 - 4 days	25%
5 - 10 days	50%
> 10 days	100%

The refund will be made to the user account of the user. The same rules apply for a refund transfer as under point V.6. payment processing to the provider.

VII. misconduct, problems and disputes, damages

In the event of disputes (e.g. due to exceeding the agreed time period or damage to the property of the provider by the user) Boatpark will use its best efforts to reach an agreement between the parties. The service provider is entitled to have the user's vehicle transported away by Boatpark (or a third party commissioned by Boatpark or Boatpark) at the expense and risk of the user, if the agreed time period has been exceeded or if the vehicle is at a different berth of the service provider than the agreed berth or is parked in any other way contrary to traffic regulations. The user will be informed of the period of use via the platform or the booking confirmation. If a user repeatedly exceeds the agreed period of use, uses unavailable berths, damages property or behaves in any other way in an unreasonable manner towards other users and Boatpark has evidence of this, Boatpark will warn the user concerned. Boatpark also reserves the right to terminate the contractual relationship with the user concerned and to exclude him/her from using the platform in the future. Boatpark reserves the right to other and more extensive rights of the users arising from the breach of the contractual relationship against each other, in particular compensation for damages. The mutual liability of the users for indirect and consequential damages, including loss of profit, is however excluded. The provider assures both the user and Boatpark that he is entitled to rent out/agency the berths in question and that they are suitable for the agreed purpose (in particular the mooring of watercraft). The provider and user are solely responsible for the execution of the contractual relationship. Boatpark is not liable for damage to or theft of vehicles and / or moorings / buildings. The same applies to other damages that occur in connection with a contractual relationship.

VIII. Data Protection

Boatpark collects user data within the framework of the contractual relationship. In doing so, the legal regulations are observed, in particular the Federal Law on Data Protection (DSG). Without the consent of the user, Boatpark will only collect, process or use inventory and usage data of users to the extent that this is necessary for the processing of the contractual relationship and for the utilisation and invoicing. The user allows Boatpark to disclose user data for business purposes to group companies as well as to third parties in accordance with section X. Boatpark ensures that the recipients of user data are bound by corresponding data protection obligations. In all other respects, Boatpark's privacy policy applies.

IX. Warranty, technical faults, maintenance

Boatpark endeavours to ensure the availability and correct functioning of the platform (including the Boatpark website), but does not guarantee this, nor the accuracy and completeness of the information contained therein, including the identity and other details of registered users. The platform or parts of it may be temporarily unavailable or only partially available due to maintenance work or other reasons, without the user or member having any claims against Boatpark as a result.

X. Disclaimer

The liability of Boatpark is, insofar as legally permissible, limited to intent and gross negligence and to culpable breach of essential contractual obligations. Essential contractual obligations are those, the breach of which endangers the purpose of the contract. In the case of slightly negligent breaches of obligations, Boatpark's liability is limited to the foreseeable damage typical for the contract, depending on the type of service/agency service provided by Boatpark. This also applies to slightly negligent breaches of duty by legal representatives or vicarious agents of Boatpark.

Boatpark is not liable for damages arising from contractual relationships concluded via the platform and not for technical problems due to which berths offered for booking are not, late

or incorrectly displayed or which otherwise lead to disruptions in the execution of the agreement. Liability for unforeseeable damages, indirect damages, consequential damages and loss of profit (e.g. in the event of non-availability of the platform) is excluded in all cases. Boatpark is not liable for damages caused to users or third parties by the behaviour of other users or third parties in connection with the use or misuse of the platform. The limitations of liability do not apply to the liability of Boatpark for culpable injury to life, body or health.

XI. indemnification / release

If a user breaches these terms and conditions, legal provisions or the agreements concluded with another user in connection with the platform, or if such a breach is asserted, this user will indemnify Boatpark on first demand with regard to all claims of another user or third party in this respect. Boatpark will notify Boatpark of claims received within a reasonable period of time and allow the user obliged to indemnify Boatpark to defend itself against these claims. The user shall bear the costs, including those of the appropriate legal representation of Boatpark.

XII. Transfer of rights and obligations to third parties, subcontractors

Boatpark reserves the right to transfer its agreement with the user and individual or all rights and obligations arising therefrom to a third party or to have them exercised or fulfilled by a third party.

XIII Severability Clause

Should individual provisions of these General Terms and Conditions be wholly or partially void and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and / or ineffective provisions shall be replaced by such provisions which come closest to the economic purpose of the invalid and / or ineffective provisions in a legally effective manner. The same applies to any gaps in the provision.

XIV Applicable law and place of jurisdiction

The contractual relationship between Boatpark and the users regulated by these GTC is subject to Swiss law. The ordinary courts in Zurich have exclusive jurisdiction for all disputes arising from or in connection with these contractual relationships, unless the legal provisions provide for other courts as having compulsory jurisdiction. Boatpark can also assert claims against users before the courts at their place of residence or registered office.