

## General Terms and Conditions for Registration on and Use of the Boatpark Platform ("Platform Terms and Conditions").

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## **I. General**

### **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 the "Platform") via the website [www.boatpark.app](http://www.boatpark.app) and via 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") shall govern the relationship of the Users registered on the Platform, i.e. whether they are interested in using the Platform (hereinafter referred to as "User") or in renting or brokering a berth (hereinafter referred to as "Provider"), vis-à-vis 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 for this area of application.

### **2. changes**

Boatpark may amend these GTC at any time and without stating reasons. In doing so, Boatpark shall be responsible for announcing the changes in advance and in a suitable manner. In the absence of a written objection within one month of notification or with the continued use of the platform after expiry of the objection period, the changes shall be deemed to have been approved by the User. Alternatively, Boatpark may request Users to actively accept the amended GTC. All other amendments to these GTC or agreements deviating from them must be made in writing. In the event of an objection, the User shall be free to terminate the contractual relationship in accordance with clause 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 In the absence of termination and continued use of the platform, the objection shall be deemed withdrawn and the changes subsequently accepted.

### **3. country versions**

Boatpark operates in various countries and may establish group companies there 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 established between the User and Boatpark AG with its registered office in Switzerland, provided that the User is domiciled in Switzerland, irrespective of the regional platform via which the User registers. Otherwise, the contractual relationship applies with any national company in which the mooring is located. If there is no local national company of Boatpark, Boatpark AG with its registered office in Switzerland shall be 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 separate agreement with Boatpark. 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 shall be entitled to delete user accounts and terminate the contractual relationship.

### **2. registration requirements**

When registering, the respective mandatory fields must be filled in properly and correctly. The user warrants that the information he or she provides is always up-to-date, complete and truthful and will provide proof of this upon request. Secure passwords are to be chosen. There is no entitlement to registration. Boatpark can refuse such registration without giving reasons.

### **3. start of contract and admission as user**

The user is registered when he has completed and submitted his registration application, agreed to the GTC and confirmed his email and mobile number. By registering, the user enters into a contract with Boatpark for the use of the platform and the associated services of Boatpark. These GTC and any other provisions referred to in the GTC form part of this contract. Boatpark may also require Users to sign a written contract and may terminate the contract without notice if the contract is not signed and returned in due time.

### **4. termination of the contract**

To the extent permitted by law, the User may terminate the contract with Boatpark at any time and without stating reasons by means of a written declaration. Upon receipt of the termination, Boatpark may immediately block the user account and further use of the platform in whole or in part. The right to extraordinary termination for good cause shall remain unaffected. Boatpark has the right (but not the obligation) to delete all details, content and transaction data stored about the User without notice upon termination of the contract and to identify the User as deleted. To the extent permitted by law, Boatpark shall be entitled to exclude a user from the platform at any time without stating reasons and without observing a period of notice, i.e. to terminate the use of the platform and thus the contract with Boatpark, without the user being entitled to any claims against Boatpark as a result. A right of termination without notice at any time shall apply in particular in the event of breaches by the User of these GTC or any other provisions of Boatpark. Boatpark is entitled (but not obliged) to temporarily block or definitively exclude a user without compensation if there are indications that this user lives in the same household or is otherwise connected with another blocked or excluded user, has been or will be in breach of these GTC or any other provisions of Boatpark, or there is otherwise abuse. Boatpark shall notify the user of the blocking or exclusion or termination in writing, via the platform and/or by e-mail. Existing contracts for berths are not affected by a termination of use and dissolution of the contract with Boatpark. They can be terminated in accordance with the statutory provisions, unless these GTC provide otherwise.

## **III Obligations 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 shall be liable to Boatpark and other users for all actions carried out using his/her user name and password as if they were his/her own. Boatpark's records in this respect are recognised by the parties as presumably correct, complete and conclusive.

### **2. using the platform**

The platform may - unless otherwise agreed (e.g. through an agreement on the use of an API) - only be used manually and only as intended by the latter. The use of mechanisms, software or other scripts which may burden the platform or run counter to the obvious or declared interests of Boatpark is prohibited. In particular, no crawlers, search robots or other automated processes may be used to read data or users of the platform. Users may not take any measures which could result in an unreasonable or excessive load on the platform and may not otherwise act in a disruptive or abusive manner on the platform. Users are prohibited from blocking, overwriting or modifying any content generated by the Platform. Users may not use the platform for any form of advertising. Furthermore, the resale / re-mediation of services via the platform is not permitted, unless this is expressly agreed otherwise with Boatpark. Boatpark may communicate with Users via the platform and send them legally binding messages in this way. This is done, for example, by means of push

notifications in apps and / or additionally by means of information emails or SMS. They shall be deemed to have been delivered as soon as they have been sent by Boatpark. This also applies if Boatpark sends the User new messages to the stored email address and this email address is not working. It is the responsibility of the User to keep the data on the platform up to date on a regular basis.

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

Texts, links, pictorial representations and other content and information which a User publishes on the platform in any way and form (e.g. by means of 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 service and for its advertising and documentation (also using screenshots) without any time or place restrictions and without remuneration. The user guarantees that this content and information does not infringe any intellectual 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 it as described above. The texts, links, pictorial representations and other content and details may not be insulting, condescending, obscene, defamatory, harassing, defamatory, disparaging, damaging to reputation, misleading etc. or lead to confusion. The user may only publish images on the platform which he/she has created him/herself or for which the rights holder has agreed to the use intended by Boatpark; this also applies to content already published on the Internet. The user also undertakes to comply with applicable law in every other respect. Texts, links, pictorial representations and other content and information on the platform may only be used to the extent that and for as long as this is necessary for the proper use of the services addressed via the platform. Users are not granted any rights in this respect. The use of Boatpark's logos, trademarks and other identifiers is only permitted with the prior express consent of Boatpark and only within the scope of Boatpark's specifications.

## **IV Special rights and obligations of Boatpark**

Boatpark offers its services to users via the platform within the scope 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 also referred to as "access channels"). The decision on the access routes 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 license and usage conditions from Boatpark and third parties. In addition, further costs may also arise (e.g. charges for mobile data connections / roaming costs); the user is solely responsible for these. Boatpark may process and adapt texts, links, pictorial representations and other content and details of 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 channel. Users are, however, bound in the same way when concluding a contract via each access channel. Boatpark does not provide any warranty for the berths offered for booking, in particular with regard to their suitability or availability.

## **V. Offering berths**

### **1. renting or brokering**

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

The provider 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:

-  
"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 also assures the user that the berth is freely available at the specified times and that the user may forward

this information to the port operator with binding effect for the purpose of concluding a fixed-term rental contract (brokerage contract pursuant to Art. 412 et seq. of the Swiss Code of Obligations). The provider is thus only an intermediary between the interested tenant (user) and the port.

The contractual relationship concerning the effective rental of the berth, however, only comes 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 does not take place via the Boatpark platform and must be paid by the user in addition to the price as stated on the Boatpark platform. If a corresponding note is made in the site description, the price paid in Boatpark will be deducted by the port.

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

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

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

The port responsible for an offered berth can choose whether reservation requests should be confirmed directly by the app or whether this should only take place after prior checking by the port. In the latter case, a reservation is initially confirmed as a provisional reservation. The port then has the option of confirming or rejecting the provisional reservation within a period to be defined by the port. The confirmation or cancellation of the provisional reservation is then sent by the platform. If no action is taken by the port within the defined period, then a confirmation or a cancellation is automatically sent by the platform, whereby the port defines whether automatic confirmation or cancellation is to take place.

## **2. contractual relationship when arranging berths (harbour dues not included)**

A brokerage contract shall always be concluded between the user interested in renting and the respective provider of a berth in accordance with Boatpark's provisions for the brokerage of short-term rental contracts in the version valid at the time of the conclusion of the brokerage contract and any other special conditions arising from the offer on the platform in detail.

Boatpark exclusively

provides the platform and is not a party to these brokerage contracts and is therefore not responsible for their correct fulfilment.

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

A berth rental agreement shall always be concluded between the renting user and the respective provider (i.e. the port, owner or the main tenant authorised to sublet) in accordance with Boatpark's provisions 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 conditions arising from the offer on the platform in detail.

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

The Vendor undertakes to notify Boatpark of the port operator responsible for the respective berth so that Boatpark can agree on a settlement of the port fee with the port. Until an agreement has been reached with the port, the port fees shall be credited to the Vendor, whereby the Vendor shall remain fully liable to the port.

#### **4. details of the berth**

The provider of a berth records the various details of the respective berth (e.g. dimensions, port, berth number, etc.) as well as the periods of availability with the associated price via the platform. Information on the draught must always be given in relation to the water level at chart zero.

The Provider has the option to extend or reduce the availability at any time at its 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 start of the period of use and only for the duration of 1 night. This allows the provider to end the period of availability on a daily basis and make the berth usable for himself again. However, if reservations have already been made with Boatpark users via these berths, the contracting party 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 in the agreed period. If use is not possible, e.g. because the berth is occupied by another boat despite reported availability, then Boatpark is authorised to collect a fine from the provider in the amount of one day's rent, irrespective of the provider's fault.

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. Different check-in and check-out times can be defined in the berth description.

The provider has the possibility to publish further content about the berths (e.g. links to the website) via his user account. The Provider warrants that it will only offer areas as moorings 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 their use as berths.

The provider is free to add further conditions to the contract (e.g. a restriction regarding the type of boat, the inclusion of further services in the price, additional information such as telephone numbers, etc.). These must be stated by the provider in the description of the berth. Special conditions of the provider may not contradict the essential regulations of the GTC.

When releasing the own berth from the current day in day-by-day mode, the berth becomes bookable for other users only after 30 minutes. This allows the provider to reserve another berth for himself or to cancel the availability of his own berth again if no free berth is found at another location.

The Provider warrants that all information entered into the App is accurate and complies with any regulations of the Port.

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

## 5. boat park commission

Boatpark receives a commission for making the platform available (hereinafter "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:

	Harbour fee included		Harbour dues not included	
	Port Places	Private seats	Port Places	Private seats
<b>Boatpark commission</b>	10% of the final customer price, min. 1.50 CHF/EUR/USD/GBP per night	10% of the final customer price, min. 1.50 CHF/EUR/USD/GBP per night	100% of the final customer price, min. 1.50 CHF/EUR/USD/GBP per night	35% of the final customer price, min. 1.50 CHF/EUR/USD/GBP per night
<b>Gross remuneration for private suppliers</b>	n/a	Individual to port, arranged through Boatpark with the port	n/a	Remaining amount after deduction of Boatpark commission (approx. 65% of the final customer price)
<b>Port fee (will be transferred to port)</b>	Remaining amount after deduction of Boatpark commission (approx. 90% of the final customer price).	Remaining amount after deduction of Boatpark commission and remuneration for the private provider	n/a (Must be paid directly to the port by the user. If this is not stated in the pitch - description, the boat park price will be deducted by the port).	n/a (Must be paid directly to the port by the user. If this is not stated in the pitch - description, the boat park price will be deducted by the port).

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

Deviating commissions must be regulated in writing between Boatpark and the contractual partner.

## 6. payment processing to the provider

The processing of payments shall take place as follows: The Provider authorises Boatpark to accept payments (fees) from Users on behalf and for the account of the Provider. Boatpark, as the authorised agent, collects the fee agreed between the provider and the user via the platform via the respective selected payment method on behalf of the provider. The fees received by Boatpark shall be invoiced to the Provider on a monthly basis. All gross revenues minus the Boatpark commission, as well as any charges to the port operators, are listed there. The provider can then request payment exclusively to the bank account deposited by the provider in the app or use the balance for payments within the platform (as a user). Credit balances with an equivalent value of less than CHF 50 will not be paid out, but carried forward as a balance to the next month. Any (bank) charges for the transfer will be borne by the recipient (whereby favourable SEPA payments will be used whenever possible for payments in euros). The account balance information in the app is for the user's information, but is non-binding. The binding information about the account balance is provided by means of the monthly statement.

The monthly statement takes into account the charges received by the Provider for all bookings whose end date is in the respective billing month. In the event that payments are subsequently reversed, Boatpark shall be entitled either to reclaim these from the Provider or to offset them against the payments of the respective current month. In accordance with the provisions of the General Terms and Conditions, users have the right to cancel berths before the start of the park / start of the contract. If a user cancels before the start of the contract, fees will still be charged to the user depending on the time of cancellation. These (reduced) cancellation fees will be charged like normal fees. The Provider undertakes to provide all the



information required for proper invoicing by Boatpark and to keep this information up to date at all times. Boatpark shall in no case accept any responsibility for the content of the correctness and completeness of the information provided by the provider on the invoices.

## **7. tax obligations**

The provider is solely responsible for the fulfilment of all tax obligations. This includes both the obligations to submit the corresponding tax returns when arranging/renting out berths and the obligation to pay the taxes received to the competent authority. The Provider shall be solely responsible for determining which authority is responsible for him. Boatpark does not provide the Vendor with tax or legal advice.

## **VI. booking of berths**

### **1. renting or brokering**

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

- **"Harbour dues included?" = No:**  
In this case, the contractual relationship is limited to the fact that the provider (who is not authorised to sublet) provides the user with the 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 forward this information in a binding manner to the harbour operator for the purpose of concluding a temporary rental contract (brokerage contract according to Art. 412ff. OR). However, the contractual relationship regarding the effective rental of the berth only comes 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 shall not be made via the Boatpark platform and shall be paid by the User in addition to the price as stated on the Boatpark platform.
- **"Harbour dues included?" = Yes:**  
The provider authorised to sublet as the lessor (main tenant, port or owner) concludes a temporary rental agreement with the user as the tenant for the agreed period of time for the use of the agreed berth at the price as stated on the Boatpark platform (rental agreement according to Art. 253ff. OR). Insofar as the Provider itself is the tenant / leaseholder of the berths, it guarantees that it may sublet these within the framework of the platform and that it has the necessary consent of the owner or port.

### **2. booking process**

The agreed 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 "Book for -amount-" button. By doing so, the User makes an offer to reserve the relevant berth, which is then accepted by the platform - subject to availability. The booking will be confirmed to the user by the platform by e-mail. Depending on the port responsible, the confirmation is either made directly in binding form or initially as a provisional reservation, which must be confirmed by the port. In the latter case, the platform will indicate the period within which the provisional reservation is to be confirmed (or cancelled). A provisional reservation is not binding. If the provisional reservation is cancelled by the port, a full refund of the price paid will be made to the user's internal account.

The booking period is defined from 17:00 (local time at the place of berth, check-in time) on

the first day of the booked period until 11:00 (check-out time) on the last day of the booked period. Different check-in and check-out times can be specified in the berth description.

Privileged booking: Berths provided in day-by-day mode ("day-by-day" option) can only be booked from 15:00 (local time) by default. Users who release their own berth 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. 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 ancillary costs, as well as the commission for Boatpark. Accordingly, the User agrees that Boatpark accepts brokerage commissions and retains them for itself.

### **3. payment modalities**

Boatpark is authorised by the Provider to accept payments (fees) from Users on behalf of and for the account of the Provider. As the authorised representative, Boatpark shall collect the fees agreed between the provider and user via the platform after conclusion of the contract via the respective selected payment method on behalf of the provider and shall thus accept the payment on the provider's behalf. The User agrees to this collection of fees upon conclusion of the contract. The payment methods offered by Boatpark are available in each case, 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 shall first be made to Boatpark (as the authorised agent for the collection of payments), which shall transfer the fees paid to it to the Provider after deducting its commission and any other shares to which it is entitled, as well as any other amounts owed by the Provider. All fees are inclusive of value added tax at the statutory rate, where applicable. Boatpark shall invoice the fees to the User in the name of and for the account of the Provider.

### **4 Special obligations of the user**

The booked berths may only be used for the purpose for which they are intended, i.e. as a rule for the temporary mooring of watercraft. The vessels must comply with the legal regulations in force in the place where the berth is located (including its regulations). All regulations are to be followed by the user on the berth area as well, in the absence of other requirements on site or by the provider. The use of the berth must not interfere with the legitimate interests of third parties or the provider. The berth and the surrounding area must be used with care and may not be used in a manner that goes beyond proper use, nor may they be damaged or soiled. Damage and other circumstances affecting use for the intended purpose must be reported immediately to the Provider and, if necessary, to the Port Authority.

A user may only use the berth booked by him 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 the event of misuse or overuse, additional berth and penalty fees if applicable (from 1 hour of overuse, a full day's rent will be charged). They are due immediately.

In addition, the User undertakes to comply with any further berth/property-specific house and/or usage regulations of the Provider and/or the port (which are displayed, for example, 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 assign a place for the overnight stay other than the booked place, then this instruction must be complied with and there is no right to use the actually booked place. If the port is not able to offer a place despite booking via Boatpark, then the full amount for the booking will be refunded to the user.

## 5. cancellation rules

The user can cancel any booking free of charge up to 10 days before the start of the period of use, in the case of short-term bookings with less than 3 days notice even up to the day before. In the event of an erroneous booking, the reservation can be cancelled within 15 minutes and the full amount will be refunded \*). In case of cancellation of a provisional booking, the full amount will be refunded at any time \*).

In case of cancellation, the following refund of the total price (including taxes) applies:

Cancellation before the start of the period of use		Share of reimbursement
For short-term reservations (less than 3 days before the period of use)	For long-term reservations (>= 3 days before the period of use)	
< 17 hrs. (same day)	< 48 hrs.	0%
n/a	2 - 10 days	50%
> 17 hrs. (the day before or earlier)	> 10 days	100% *)
Within 15min after booking		100% *)
Provisional booking (at any time)		100% *)

\*) If payment is made by credit card, Boatpark may retain 4% (for credit card commission, administration, etc.).

The refund will be made to the user's Boatpark user account. For a return transfer the same rules apply as under point V. 6. payment processing to the provider .

## VII Misconduct, Problems and Disputes, Damage

In the event of disputes (e.g. due to the agreed time period being exceeded or damage to property of the Provider by the User), Boatpark shall use its best endeavours to work reasonably towards an agreement between the parties. The Provider shall be entitled to have the User's vehicle removed by Boatpark (or a third party commissioned by Boatpark or Boatpark) at the expense and risk of the User if the agreed period of time has been exceeded or if it is parked in a berth of the Provider other than the agreed berth or in any other way contrary to traffic regulations. The period of use shall be indicated to the User via the platform or the booking confirmation. If a user repeatedly exceeds the agreed period of use, uses unavailable moorings, damages property or otherwise behaves in an unreasonable manner towards other users and Boatpark has evidence of this, Boatpark shall 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 for the future. Other and further-reaching rights of the Users against each other arising from breach of the contractual relationship, in particular compensation for damages, shall remain reserved. However, the mutual liability of the users for indirect and consequential damages, including lost profits, is excluded. The provider warrants both to the user and to Boatpark that it is entitled to rent out/procure the moorings in question and that they are suitable for the agreed purpose (in particular the mooring of watercraft). The provider and user are solely responsible to each other for the performance of the contractual relationship. Boatpark shall not be liable for damage to or theft of vehicles and / or moorings / buildings. The same applies to other damage arising in connection with a contractual relationship.

## VIII. Data protection

Boatpark collects user data as part of the processing of the contractual relationship. In doing so, the legal provisions, in particular of the Federal Data Protection Act (DSG), shall be observed. Without the consent of the users, Boatpark shall only collect, process or use

inventory and usage data of the users insofar as this is necessary for the processing of the contractual relationship and for utilisation and invoicing. The User permits Boatpark to disclose User data to group companies for business purposes, as well as to third parties within the scope of item X. Boatpark shall ensure in this respect that the User's data is not disclosed to third parties. In doing so, Boatpark shall ensure that the recipients of user data are bound by corresponding data protection obligations. In all other respects, Boatpark's data protection declaration shall apply.

### **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 does it guarantee the correctness and completeness of the information contained therein, including the identity and other information of the registered users. The platform or parts thereof may be temporarily unavailable or only available to a limited extent due to maintenance work or other reasons, without the Users or the Member being entitled to any claims against Boatpark as a result.

### **X. Disclaimer**

Boatpark's liability shall be limited, to the extent permitted by law, to intent and gross negligence and to the culpable breach of essential contractual obligations. Material contractual obligations are those whose breach jeopardises the purpose of the contract. In the case of slightly negligent breaches of duty, Boatpark's liability shall be limited to the foreseeable, typical contractual damage according to the type of service / brokerage service provided by Boatpark. This also applies in the case of slightly negligent breaches of duty by Boatpark's legal representatives or vicarious agents.

Boatpark shall not be 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 displayed, are displayed late or are displayed incorrectly or which otherwise lead to disruptions in the processing of the contract. Liability for unforeseeable damage, indirect damage, consequential damage and loss of profit (e.g. in the event of unavailability of the platform) is excluded in all cases.

Boatpark shall not be liable for damages incurred by users or third parties due to the conduct of other users or third parties in connection with the use or misuse of the platform. The limitations of liability shall not apply to Boatpark's liability for culpable injury to life, limb or health.

### **XI Indemnification / Release**

If a user breaches these provisions, statutory provisions or the contracts concluded with another user in connection with the platform, or if such a breach is asserted, this user shall indemnify Boatpark with regard to all claims in this respect by another user or a third party on first demand. Boatpark shall give notice of claims received by it within a reasonable period of time and shall allow the user obliged to indemnify Boatpark to defend these claims. The user shall bear the costs, including those of Boatpark's reasonable legal representation.

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

Boatpark reserves the right to transfer its contract 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 GTC 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 that come closest to the sense and purpose of the invalid and / or ineffective provisions in a legally effective manner. The same shall apply in the event of any loopholes in the provision.

#### **XIV Applicable law and place of jurisdiction**

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