

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

Status: August 7, 2023

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## **I. General**

### **1. scope**

Boatpark AG (hereinafter referred to as "Boatpark") offers a platform for the temporary brokerage or rental of boat moorings in various 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") govern the relationship of the Users registered on the Platform, i.e. whether they are interested in using (hereinafter referred to as "User") or 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/her 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 objection, the User shall be free to terminate the contractual relationship in accordance with 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 In the absence of termination and continued use of the platform, the objection shall be deemed withdrawn and the changes subsequently accepted.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 shall apply 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 may refuse or revoke 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 further provisions, to which reference is made 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 remains 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. Boatpark is entitled, to the extent permitted by law, 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 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 applies 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 cancellation of the contract with Boatpark. They may be terminated in accordance with the statutory provisions, 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 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 regard are recognized 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 that 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 that 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, reselling / brokering 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 push notifications in apps and / or additionally by 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 via the platform in any other way 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 the above. The texts, links, pictorial representations and other content and information 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 all other respects. 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 regard. The use of Boatpark's logos, trademarks and other identifiers is only permitted with the express prior 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 capabilities 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 paths 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 be incurred (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 information provided by the User so 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. Offer berths**

### **1. renting or mediation**

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

The Provider shall define the type of contractual relationship applicable to its berths on the Platform by indicating whether the port fee is included in the set price or not:

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

In this case the contractual relationship is limited to the fact that the provider provides the user with the information of the availability of the berth and furthermore assures

that the berth is freely available at the indicated times and that the user may forward this information bindingly to the port operator for the purpose of concluding a limited rental contract (brokerage contract according to Art. 412ff. OR). The provider is thus only an intermediary between the interested tenant (user) and the port (no subletting). The contractual relationship regarding 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 port fee is not made via the Boatpark platform and has to be paid by the user in addition to the price as stated on the Boatpark platform. In case of a corresponding note in the site description, the price paid in Boatpark will be deducted by the port.

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

The provider authorized to sublet as lessor (main tenant, port or owner) concludes a temporary rental agreement with the user as lessee 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 shall be authorized by the Provider to conclude the relevant contracts as well as for the collection of the fee payable under these contracts and shall act as an authorized representative for the Provider.

The responsible port of an offered berth can choose whether reservation requests should be confirmed directly by the app or whether this should only be done after prior verification 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 (harbor fee excluded)**

A brokerage agreement 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 agreements in the version valid at the time of the conclusion of the brokerage agreement and any other special terms and conditions arising from the offer on the platform in detail (no subletting).

Boatpark exclusively

provides the platform and is not a party to these Mäkler Contracts and therefore not responsible for their correct fulfillment.

## **3. contractual relationship in case of renting berths (harbor fee 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 authorized 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 fulfillment.

The provider 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 is reached with the port, the port fees will be credited to the provider, whereby the provider remains fully liable to the port.

**4. information about 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 itself again. However, if reservations have already been made with Boatpark users via these berths, the contracting party assures that these can be fully fulfilled.

The availability period is defined from 17:00 (local time at the place 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 per berth.

The provider has the possibility to publish further content about the berths (e.g. links to the website) 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 their use as berths.

The provider is free to add further conditions to the subject of 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 indicated by the provider in the description of the berth. Special conditions of the provider may not contradict the essential regulations of the GTC.

If the own berth is released from the current day in day-by-day mode (day-by-day option), 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 recorded in the App is accurate and complies with any regulations of the Port.

The Provider shall indemnify Boatpark against all claims of 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 referred to as "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		Port fee not included	
	Harbour places (guest places)	Private places (tenant places)	Port Places	Private Places
<b>Boatpark commission</b>	10% of the end customer price, min. 1.50 CHF/EUR/USD/GBP per night	10% of the end customer price, min. 1.50 CHF/EUR/USD/GBP per night	100% of the end customer price, min. 1.50 CHF/EUR/USD/GBP per night	35% of the end customer price, min. 1.50 CHF/EUR/USD/GBP per night

<b>Gross remuneration for private provider</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 private provider	n/a (Must be paid directly on site by the user to the port. In case of corresponding note in the site description, the Boatpark price will be deducted by the port).	n/a (Must be paid directly on site by the user to the port. In case of the note in the place description, the boat park price will be deducted by the port).

In case 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 regulated in writing between Boatpark and the contractual partner.

## 6. payment processing to the provider

The processing of payments takes place as follows: The Provider authorizes Boatpark to accept payments (fees) from the Users on behalf and for the account of the Provider. Boatpark, as the authorized agent, collects the fee agreed between the provider and the user via the platform using 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 stored by the provider in the app or use the balance for payments within the platform (as a user). Any (bank) charges for the transfer will be borne by the recipient (whereby favorable SEPA payments will be used whenever possible for payments in euros). The indication of the account balance in the app is for the information of the user, but are not 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 (or cancellation 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. 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 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 necessary information for proper invoicing by Boatpark and to keep this information up to date at all times. Boatpark shall in no case assume 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 fulfillment of all tax obligations. This includes both the obligations to submit corresponding tax returns when arranging/renting out 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 tax or legal advice.

## VI. booking berths

### 1. renting or mediation

The Provider shall define the type of contractual relationship applicable to its berths on the Platform by indicating whether the port fee is included in the set price or not (see also Chap. V. Offering berths):

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

In this case, the contractual relationship is limited to the fact that the provider (not authorized to sublet) provides the user with the information of the availability of the berth and furthermore assures that the berth is freely available at the indicated times and that the user may forward this information bindingly to the harbor operator for the purpose of concluding a temporary rental agreement (brokerage agreement according to Art. 412ff. OR, no subletting). 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 port fee is not made via the Boatpark platform and has to be paid by the User in addition to the price as stated on the Boatpark platform.

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

The provider authorized to sublet as lessor (main tenant, port or owner) concludes a temporary rental agreement with the user as lessee 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 button "Book for - amount-". By doing so, the User makes an offer to reserve the respective 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 responsible port, the confirmation is either 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 within which period the confirmation (or cancellation) of the provisional reservation will take place. A provisional reservation is not binding. If the provisional reservation is canceled by the port, then a full refund of the paid price 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 deposited per berth.

The user is requested to reserve as small a place as possible for his ship, so that larger places remain available for the larger ships.

**Privileged booking:** Berths provided in day-by-day mode ("day-by-day" option) can by default only be booked after 15:00 (local time, can be adjusted per port). Users who release their own berth for the same day are privileged and can book these berths for the same day at any time. In this case, a withdrawal of the release of the own berth is only possible after cancellation of the reservation.

**Automatic extension:** Berths provided in day-by-day mode ("day-by-day" option) can only be reserved for the duration of 1 night. If the user wishes to stay longer, he/she can request

an automatic extension until the specified end date. If the reserved space is still available at midnight for the following day, then the platform will automatically extend the space for 1 night with a fee and confirm it by email. An automatic extension can be canceled at any time in the app under "My bookings".

**Multiple reservations:** per night a user can make reservations only in one port. Simultaneous reservations in different ports are not allowed by the system.

The conclusion of the contract will be 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 authorized by the provider to accept payments (fees) from users on behalf of and for the account of the provider. Boatpark, as the authorized agent, collects the fees agreed between the provider and the user via the platform after the conclusion of the contract via the respective selected payment method on behalf of the provider and thus accepts the payment for the provider. 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 shall first be made to Boatpark (as the authorized 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, if applicable. Boatpark shall thereby invoice the fees to the User on behalf of and for the account of the Provider.

### **4. special duties of the user**

The booked berths may be used only for the purpose for which they are intended, i.e. usually for temporary mooring of watercrafts. The vessels must comply with the legal regulations in force in the place where the berth is located (including its ordinances). All regulations are to be followed by the user also on the berth area in the absence of other requirements on site or by the provider. The use of the berth shall not interfere with the legitimate interests of third parties or the Provider. The berth and the surrounding area must be used with care and must not be used in a manner exceeding the proper use and must not be damaged or soiled. Damage and other circumstances that interfere with use for the intended purpose must be reported immediately to the Provider and, if necessary, to the Port Authority.

Before occupying the berth, the user must check whether the berth is suitable for his vessel (e.g. the draught depending on the water level). Boatpark does not assume any liability for the correctness of the berth information.

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 e.g. at the port or are indicated 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 for the use of

the actually booked place. In case of reallocation by the port, there will be neither a subsequent charge (in case of reallocation to a more expensive place), nor a refund to the user (in case of reallocation to a cheaper place). Should the port not be able to offer a berth despite booking via Boatpark, then the full amount for the booking will be refunded to the user.

Conversely, it is expected that a reserved berth is actually used by the user. If the berth is not occupied during two consecutive nights despite booking, the port or Boatpark is entitled to cancel the reservation. In this case, the same cancellation fees apply as if the user had cancelled himself.

**5. cancellation rules**

Boatpark generally recommends reserving berths as soon as possible so that wind and weather can be taken into account. Therefore, there are different cancellation rules depending on the time of the reservation.

**Short-term reservation**, up to a maximum of 3 days before the start of the period of use \*):

- Full refund for cancellation up to the day before
- No refund for cancellation at short notice

**Long-term reservation**, from 3 days before start of the period of use \*):

- Full refund for cancellation at least 10 days in advance
- 50% refund for cancellation 2-10 days in advance
- No refund for cancellation at short notice

In case of erroneous booking, the reservation can be cancelled within 15 minutes and the full amount will be refunded to the user account. In case of cancellation of a provisional booking, the full amount will be refunded to the user's account at any time.

Cancellation before Start of period of use *)		Share refund to user account
For short-term reservation (less than 3 days before the period of use)	For long-term reservation (>= 3 days before the period of use)	
on the same day	< 48 hrs.	0%
n/a	2 - 10 days	50%
The day before or earlier	> 10 days	100%
Within 15min after booking		100%
Provisional booking (anytime)		100%

\*) The beginning of the period of use is considered to be 17:00 on the first day of the reservation.

If guest taxes are also charged for the space, then the taxes will be refunded in full to the user's account if the cancellation is made before 17:00 (regardless of when the reservation was made).

For a return transfer of the internal credit in the User's account to the User's bank account, the same rules apply as in point V.6. payment processing to the provider. Boatpark may retain 4% for such a transfer (for commission of the payment provider, administration, etc.).

**VII. misconduct, problems and disputes, damages**

In the event of disputes (e.g. due to exceeding the agreed time period or damage to property of the Provider by the User), Boatpark shall use its best efforts to work reasonably towards an agreement between the parties. The Provider is entitled to have the User's vehicle removed by Boatpark (or a third party commissioned by Boatpark or Boatpark) at the User's expense and risk 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 will be shown to the user via the platform or the booking confirmation. If a user repeatedly exceeds the agreed period of use, uses unavailable berths, 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 in the future. Other and further 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), are observed. Without the consent of the users, Boatpark shall only collect, process or use inventory and usage data of the users to the extent that this is necessary for the processing of the contractual relationship and for usage and billing.

The User permits Boatpark to disclose User data for business purposes to group companies as well as to third parties within the scope of item X. Boatpark shall ensure 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. Likewise, the User authorizes Boatpark to disclose User and vessel data to the port operator or to the relevant authorities of a booked or requested berth. In all other respects, Boatpark's data protection declaration shall apply.

### **IX. Warranty, technical faults, maintenance**

Boatpark endeavors 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 jeopardizes the purpose of the contract. In the case of slightly negligent breaches of duty, Boatpark's liability shall be limited to the foreseeable damage typical for the contract according to the type of service / brokerage service provided by Boatpark. This shall also apply in the event 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 execution of the contract. Liability for unforeseeable damage, indirect

damage, consequential damage and loss of profit (e.g. in case of unavailability of the platform) is excluded in any case.

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

### **XI Indemnification / Release**

If a user violates these provisions, statutory provisions or the contracts concluded with another user in connection with the platform, or if such a violation 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 notify any claims it receives 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 assign its contract with the User and any 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 economically 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.