

General Terms and Conditions for the registration on and use of the Boatpark platform ("Platform T&Cs"). Status:

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Contents

I. General information.....	3
1. Scope of application.....	3
2. Modifications.....	3
3. Country versions.....	3
II. Registration.....	3
1. General information	3
2. Registration requirements	3
3. Start of contract and acceptance as a user	4
4. Termination of the contract	4
III. Obligations of the user	4
1. User account.....	4
2. Using the platform.....	4
3. Intellectual property, third-party rights, compliance with applicable law	5
IV. Special rights and obligations of Boatpark	5
V. Offering moorings	6
1. Letting or brokering.....	6
2. Contractual relationship when arranging berths (port fee excluded).....	7
3. Contractual relationship for the rental of berths (port fee included)	7
4. Information on the berth	7
5. Boatpark commission	8
6. Payment processing to the provider	9
7. Tax obligations.....	9
VI. Booking berths	9
1. Letting or brokering.....	9
2. Booking process.....	10
3. Payment modalities	11
4. Special obligations of the user	11
5. Cancellation policy	12
VII. Contact / request via Boatpark	13
VIII. Misconduct, problems and disputes, damage	13
IX. Data protection.....	13
X. Warranty, technical faults, maintenance	14

XI. Exclusion of liability.....	14
XII. Indemnification / exemption.....	14
XIII. Transfer of rights and obligations to third parties, subcontractors.....	15
XIV. Severability clause.....	15
XV. Applicable law and place of jurisdiction	15

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 various regions (hereinafter referred to as the "Platform") via the website 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 the

"GTC") govern the relationship between 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 arranging a berth (hereinafter referred to as "User").

(hereinafter referred to as "Provider"), with Boatpark with regard to the use of the platform and the services of Boatpark. By registering, the User recognizes these GTC as legally binding for him/her for this area of application.

2. Amendments

Boatpark may amend these GTC at any time and without stating reasons. It is Boatpark's responsibility to announce the changes in advance and in an appropriate manner. Without written objection within one month of notification or with the continued use of the platform after expiry of the objection period, the changes are 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 is 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 end of the contractual relationship. 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 set up 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 concluded between the user and Boatpark AG, domiciled 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 Boatpark company, the contractual partner is Boatpark AG based in Switzerland.

II. Registration

1. General information

The platform and its services may only be used by registered users. Commercial use of the platform is only permitted by 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 for more than 180 days, Boatpark is entitled to delete user accounts and terminate the contractual relationship.

2. Registration requirements

When registering, the relevant mandatory fields must be filled in correctly and accurately. The user warrants that the information provided is always up-to-date, complete and truthful and will provide proof of this on request. Secure passwords must be chosen.

There is no entitlement to registration. Boatpark may refuse or revoke such registration without giving reasons.

3. Start of contract and acceptance as a user

The user is registered when he has completed and submitted his registration application, agreed to the GTC and confirmed his e-mail and mobile number. By registering, the user concludes a contract with Boatpark for the use of the platform and the associated Boatpark services. These GTC and any other provisions referred to in the GTC are part of this contract. Boatpark may also require users to sign a written contract and terminate the contract without notice if it is not signed and returned on 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 giving written notice. Upon receipt of the notice of 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 information, content and transaction data stored about the user upon termination of the contract without notice and to identify the user as deleted. To the extent permitted by law, Boatpark is entitled to exclude a user from the platform at any time without giving reasons and without notice, i.e. to terminate the use and thus the contract with Boatpark, without this giving rise to any claims against Boatpark on the part of the user. The right to terminate the contract at any time without notice 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 permanently exclude a user without compensation if there are indications that this user is living in the same household as another blocked or excluded user or is otherwise connected, has violated or will violate these GTC or any other provisions of Boatpark, or is otherwise abusing the service. Boatpark will inform the user of the blocking or exclusion or termination in writing, via the platform and/or by e-mail.

Existing contracts for moorings are not affected by termination of use and dissolution of the contract with Boatpark. They can be terminated in accordance with the statutory provisions, unless otherwise provided for in these GTC.

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 is liable to Boatpark and other users for all actions taken using his user name and password as if they were his own. The relevant records of Boatpark are recognized by the parties as presumably correct, complete and conclusive.

2. Use of 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 platform. 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.

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 or otherwise interfere with the platform in a disruptive or abusive manner. Users are prohibited from blocking, overwriting or modifying content generated by the platform. Users may not use the platform for any form of advertising. Furthermore, the resale / brokering of services via the platform is not permitted, unless expressly agreed otherwise with Boatpark. Boatpark may communicate with users via the platform and send them legally binding notifications in this way. This is done, for example, by means of push notifications in apps and/or supplementary information e-mails or text messages. They are deemed to have been delivered as soon as they are sent by Boatpark. This also applies if Boatpark sends new messages to the user's stored e-mail address and this e-mail address does not work. It is the responsibility of the user to keep the data on the platform regularly up to date.

3. Intellectual property, third-party rights, compliance with applicable law

Texts, links, images and other content and information that a user publishes on the platform in any way or 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 and 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 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, visual representations and other content and information may not be offensive, 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 himself/herself or for which the rights holder has consented to their use as 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, 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 offered via the platform. Users are not granted any rights in this respect. The use of Boatpark's logos, brands and other trademarks is only permitted with prior express permission 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 channels is at the sole 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, images and other content and information of the user in such a way that these can be displayed on the websites and in the apps as required. The presentations may vary depending on the access method. However, users are bound in the same way when concluding a contract via each access method. Boatpark does not assume any warranty for the berths offered for booking, in particular with regard to their suitability or availability.

V. Offering berths

1. Letting or brokerage

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

The provider defines the type of contractual relationship applicable to its berths on the platform by stating whether or not the port fee is included in the set price:

- **"Harbor fee included?" = No:**
In this case, the contractual relationship is limited to the provider providing the user with information on the availability of the berth and furthermore assuring 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. CO). The provider is therefore only an intermediary between the interested tenant (user) and the marina (no subletting). However, the contractual relationship regarding the effective rental of the berth is only established between the marina and the user as soon as the user has duly checked in at the marina and paid the marina fees. In this case, payment of the port fee is not made via the Boatpark platform and must be paid by the user in addition to the price stated on the Boatpark platform. If there is a corresponding note in the berth description, the price paid in Boatpark will be deducted from the marina.
- **"Harbor fee included?" = Yes:**
The provider authorized to sublet as landlord (main tenant, marina or owner) concludes a fixed-term rental agreement with the user as tenant for the use of the agreed berth for the agreed period at the price as stated on the Boatpark platform (rental agreement according to Art. 253ff. OR).
If the provider is the tenant / leaseholder of the moorings, he guarantees that he is allowed to sublet them within the framework of the platform and that he has the necessary consent of the owner or marina.

Boatpark is authorized by the provider to conclude the corresponding contracts and to collect the fee payable under these contracts and acts as an authorized representative for the provider.

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

a confirmation or cancellation is automatically sent by the platform, whereby the marina defines whether automatic confirmation or cancellation should take place.

2. Contractual relationship for the brokerage of berths (port fee excluded)

A brokerage contract is always concluded between the user interested in renting and the respective provider of a mooring in accordance with the Boatpark provisions for the brokerage of short-term rental contracts in the version valid at the time the brokerage contract is concluded, as well as any other special conditions arising from the offer on the platform in detail (no subletting). Boatpark only provides the platform and is not a party to these brokerage contracts and is therefore not responsible for their correct fulfillment.

3. Contractual relationship when renting berths (harbor fee included)

A mooring rental contract is always concluded between the renting user and the respective provider (i.e. the marina, owner or the main tenant authorized to sublet) in accordance with Boatpark's provisions for the rental of moorings in the version valid at the time the rental contract is concluded, as well as any other special conditions that may arise from the offer on the platform in detail.

Boatpark only provides the platform and is not a party to these rental contracts and is therefore not responsible for their correct fulfillment.

The provider undertakes to notify Boatpark of the marina operator responsible for the respective berth so that Boatpark can agree an arrangement with the marina for the settlement of the marina fee. Until an agreement has been reached with the marina, the harbor fees will be credited to the provider, who remains fully liable to the marina.

4. Information on the berth

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

The provider has the option of extending or reducing the availability at any time at his own discretion. It is possible to define the availability of a berth on a day-by-day basis only ("day-by-day" option): in this case, the berth can be booked by a user at the earliest on the day on which the period of use begins 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 available for use again. However, if reservations have already been made with Boatpark users for these berths, the contractual partner guarantees that these can be fulfilled in full.

It is the responsibility of the provider to ensure that use of the berth is actually possible during the agreed period. If use is not possible, e.g. because the berth is occupied by another boat despite reported availability, Boatpark is authorized to charge the provider a fine 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 mooring, 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 for each berth.

The provider has the option of publishing additional content about the berths (e.g. links to the website) via his user account. The provider guarantees that he will only offer areas as moorings via Boatpark that 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 matter of the contract (e.g. a restriction with regard to 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 conflict with the essential provisions of the GTC.

If the own berth is released from the current day in day-by-day mode (day-by-day option), the berth will only be bookable 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 again if no free berth is found at another location.

The provider warrants that all information recorded in the app is correct and that any regulations of the marina are complied with.

The provider indemnifies Boatpark against all third-party claims relating to the information on the berths and/or their availability.

5. Boatpark commission

Boatpark receives a commission for providing the platform (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:

	Port fee included		Harbor fee not included	
	Marina berths (guest berths)	Private berths (tenant berths)	Marina berths	Private berths
Boat parking commission	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 price, min. 1.50 CHF/EUR/USD/GBP per night
Gross Remuneration for private provider	n/a	Individual according to Marina, by Boatpark with the marina agreed	n/a	Remaining amount after Deduction of the boat park commission (approx. 65%) of the end customer price)
Port fee (will be deducted marina transferred)	Remaining amount after Deduction of the Boatpark Commission (approx. 90%) of the end customer price).	Remaining amount after Deduction of the boat park Commission and the Remuneration for the private provider	n/a (Must be paid directly before Place by the user paid to the marina be paid. In the case of corresponding contract note in the space reservation the Boatpark price from the Deducted from the marina deducted).	n/a (Must be paid directly before Place by the user paid to the marina be. In the case of corresponding note in the space description the Boatpark price from the marina is deducted deducted).

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

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

6. Payment processing to the provider

Payments are processed as follows: The provider authorizes Boatpark to accept payments (fees) from users in the name and for the account of the provider. As the authorized agent, Boatpark collects the fee agreed between the provider and the user via the platform using the selected payment method for the provider. The fees received by Boatpark are invoiced to the provider on a monthly basis. All gross earnings less the Boatpark commission and any fees payable to the port operators are listed there. The provider can request payment or use the balance for payments within the platform (as a user). The payment is made to the bank account stored by the provider in the app or (e.g. for refunds) to the means of payment used. Any (bank) fees for the transfer shall be borne by the recipient (whereby low-cost SEPA payments are used whenever possible for payments in euros). The indication of the account balance in the app is for the user's information, but is not binding. Binding information on the account balance is provided in the monthly statement. The monthly statement takes into account the fees received for the provider for all those bookings whose end date (or cancellation date) is in the respective billing period. date) is in the respective billing month. If payments are subsequently reversed, Boatpark is entitled to either reclaim them from the provider or offset them against the payments of the current month. In accordance with the provisions of the GTC, users have the right to cancel moorings before the start of the park/contract. If a user cancels before the start of the contract, the user will still incur charges depending on the time of cancellation. These (reduced) cancellation fees are charged in the same way as normal fees. The provider undertakes to provide all information required for proper invoicing by Boatpark and to keep this information up to date at all times. Boatpark assumes no responsibility whatsoever for the accuracy 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 obligation to submit the relevant tax declarations when arranging/letting moorings 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 moorings

1. Rental or brokerage

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

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

In this case, the contractual relationship is limited to the provider (who is not authorized to sublet) providing the user with information on the availability of the berth and furthermore assuring 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 agreement (Mäkl.

port operator for the purpose of concluding a fixed-term rental agreement (brokerage agreement pursuant to Art. 412 et seq. of the Swiss Code of Obligations, no subletting). However, the contractual relationship regarding the effective rental of the berth only comes into effect between the marina and the user as soon as the user has duly checked in at the marina and paid the marina fees. In this case, payment of the port fee is not made via the Boatpark platform and must be paid by the user in addition to the price stated on the Boatpark platform.

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

The provider authorized to sublet as landlord (main tenant, marina or owner) concludes a fixed-term rental agreement with the user as tenant for the use of the agreed berth for the agreed period at the price stated on the Boatpark platform (rental agreement according to Art. 253ff. OR).

If the provider is the tenant / leaseholder of the moorings, he guarantees that he may sublet them within the framework of the platform and that he has the necessary consent of the owner or marina.

2. Booking process

The agreed period and berth result from the corresponding booking process of the platform and are bindingly recorded by the platform. To do this, the user first selects a berth on the Boatpark app, sets the start and end dates and then clicks the "Book for -amount-" button. By doing so, the user submits an offer to reserve the berth in question, which is then accepted by the platform, subject to availability. The booking is confirmed to the user by the platform by e-mail.

Depending on the responsible marina, the confirmation is either made directly in binding form or initially as a provisional reservation, which must be confirmed by the marina. In the latter case, the platform will indicate the period within which the provisional reservation must be confirmed (or canceled). A provisional reservation is not binding. If the provisional reservation is canceled by the marina, the full price paid will be credited to the user's internal account.

The booking period is defined from 17:00 (local time at the location of the 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 required to reserve the smallest possible berth for his boat so that larger berths remain available for the larger boats.

Privileged booking: Berths made available in day-by-day mode ("day-by-day" option) can only be booked from 15:00 (local time, can be adjusted per marina) by default. Users who release their own berth for the same day are privileged and can book these berths at any time for the same day. In this case, the release of their own berth can only be withdrawn after the reservation has been canceled.

Automatic extension: Berths made available 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, they can request an automatic extension until the specified end date. If the reserved berth is still available at midnight for the following day, the platform will automatically extend the berth by 1 night for a fee and confirm it by email. An

automatic extension can be canceled at any time in the app under "My bookings".

Multiple bookings: a user can only make reservations in one marina per night. Simultaneous reservations in different marinas are not permitted by the system.

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 have been firmly agreed 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 in the name and for the account of the provider. As the authorized agent, Boatpark collects the fees agreed between the provider and the user via the platform after conclusion of the contract via the selected payment method for the provider and thus accepts the payment for the provider. The user agrees to this collection of fees upon conclusion of the contract. The 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 first made to Boatpark (as the authorized agent for the collection of payments), which transfers the fees paid to it to the provider after deduction of 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 VAT at the statutory rate, where applicable. Boatpark shall invoice the fees to the user in the name 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 at the place where the berth is located (including its regulations). Unless otherwise specified on site or by the provider, all regulations must also be observed by the user on the mooring area. 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 any way that goes beyond proper use, nor may it be damaged or soiled. Damage and other circumstances that impair 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 boat (e.g. the draught depending on the water level). Boatpark assumes no liability for the correctness of the berth information.

A user may only use the berth he has booked and only for 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, any additional berth and penalty fees (a full day's rent will be charged for overuse of 1 hour). They are due immediately.

In addition, the user undertakes to comply with any further mooring/property-specific

house and / or usage regulations of the provider or the marina (which may be displayed at the marina or provided to the user by the provider via the platform) and to comply with all instructions of the port authorities. If the port authorities assign a berth other than the one booked for the overnight stay, this instruction must be complied with and there is no right to use the berth actually booked. In the event of a reallocation by the marina, there will be neither a subsequent charge (in the event of a reallocation to a more expensive berth) nor a refund to the user (in the event of a reallocation to a cheaper berth).

If the marina is unable to offer a berth despite booking via Boatpark, the user will be credited the full amount for the booking.

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

5. Cancellation policy

Boatpark generally recommends reserving berths at short notice so that wind and weather conditions can be taken into account. For this reason, there are different cancellation rules depending on the time of the reservation.

Short-term reservation, up to a maximum of 3 days (72 hours) before the start of the period of use *):

- Full credit if canceled up to the day before
- No credit for short-term cancellation

Long-term reservation, from 3 days (72 hours) before the start of the period of use *):

- Full credit if canceled at least 10 days in advance
- 50% credit if canceled 2-10 days in advance
- No credit note for short-term cancellation

In the event of an erroneous booking, the reservation can be canceled within 15 minutes and the full amount will be credited to the user's account. If a provisional booking is canceled, the full amount will be credited to the user's account at any time.

Cancellation before the start of the period of use *)		Proportion credited to user account
For short-term reservations (less than 72 hours before the period of use)	For long-term reservations (\geq 72 hours before period of use)	
on the same day	< 48 hours	0%
n/a	2 - 10 days	50%
The day before or earlier	> 10 days	100%
Within 15 minutes of booking		100%
Provisional booking (at any time)		100%

*) The start of the period of use is 17:00 on the first day of the reservation.

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

For a refund of the internal credit balance in the user account to the user's bank account, the same rules apply as under point V.6. Payment processing to the provider. Boatpark may retain 4% for such a transfer (for the payment provider's commission

of the payment provider, administration, etc.). Internal credit balances of less than the equivalent of CHF 50 will not be refunded until the end of the season, as they can be used for further bookings until then.

VII. Contact / request via Boatpark

The points of interest (e.g. marinas) listed in Boatpark, including the contact details, are taken from publicly accessible sources.

The inquiry option integrated in Boatpark enables registered users to make specific inquiries about the services offered by the listed companies (e.g. inquiries for a guest berth). Boatpark only sends such inquiries at the explicit request of a registered user and no systematic multiple inquiries are made.

Such requests are sent in the name of the respective user to the publicly provided e-mail address of the company. The use of this publicly accessible contact option for specific inquiries about the company's own services is covered by law (Art. 3 para. 1 lit. s of the Federal Act against Unfair Competition (UWG) and Section 5 para. 1 of the Telemedia Act (TMG)).

The user is informed of this when sending a request and agrees by sending it that Boatpark will forward the stored personal and boat data to the requested company.

VIII. Misconduct, problems and disputes, damage

In the event of disputes (e.g. due to exceeding the agreed time period or damage to the provider's property by the user), Boatpark will make every reasonable effort to reach 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 expense and risk of the user if the agreed period is exceeded or if the vehicle is parked at a berth of the provider other than the agreed berth or is otherwise parked in violation of traffic regulations. The duration 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 berths, damages property or otherwise behaves in an unacceptable manner towards other users and Boatpark has evidence of this, Boatpark will issue a warning to 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, remain reserved. However, the mutual liability of the users for indirect and consequential damages, including loss of profit, is excluded. The provider warrants both to the user and to Boatpark that he is authorized to rent/let 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 execution of the contractual relationship. Boatpark is not liable for damage to or theft of / from vehicles and / or moorings / buildings. The same applies to other damage arising in connection with a contractual relationship.

IX. Data protection

Boatpark collects user data as part of the processing of the contractual relationship. In doing so, the legal regulations, in particular the Federal Data Protection Act (DSG), are observed. Without the consent of the user, Boatpark will only collect, process

will only collect, process or use the user's inventory and usage data insofar as this is necessary for the execution of the contractual relationship and for utilization and billing.

The user authorizes Boatpark to disclose user data to group companies and third parties for business purposes within the scope of Section XII. Boatpark shall ensure that the recipients of user data are bound by corresponding data protection obligations. The user also authorizes Boatpark to pass on the user and ship data to the port operator or to the competent authorities of a booked or requested berth. In all other respects, Boatpark's privacy policy applies.

X. 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 accuracy and completeness of the information contained therein, including the identity and other details of 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 this giving rise to any claims against Boatpark on the part of the user or member.

XI. Exclusion of liability

To the extent permitted by law, Boatpark's liability is limited to intent and gross negligence and to the culpable breach of material contractual obligations. Essential contractual obligations are those whose breach jeopardizes the purpose of the contract. In the event of slightly negligent breaches of duty, Boatpark's liability shall be limited to the foreseeable damage typical for the type of service / brokerage service provided by Boatpark. This also applies to slightly negligent breaches of duty by Boatpark's legal representatives or vicarious agents.

Boatpark is not liable for damages arising from contractual relationships concluded via the platform, nor for technical problems due to which berths offered for booking are not displayed, are displayed late or 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. if the platform is unavailable) is excluded in all cases.

Boatpark is not liable for damages incurred by users or third parties due to the behavior 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.

XII. Indemnification / exemption

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 against all claims of another user or a third party in this regard upon first request. Boatpark shall report any 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 appropriate legal representation.

XIII. 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.

XIV. 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 meaning and purpose of the invalid and / or ineffective provisions in a legally effective manner. The same applies to any loopholes in the provision.

XV. 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 provide for other courts as having mandatory jurisdiction. Boatpark may also assert claims against users before the courts at their place of residence or registered office.