

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 various regions (hereinafter referred to as the "Platform") via the website www.boatpark.app and various other access channels (e.g., mobile app). These General Terms and Conditions for registration on and use of the platform (hereinafter also referred to as "GTC") govern the relationship between users registered on the platform i.e. whether they are interested in using (hereinafter referred to as "users") or renting or brokering a berth (hereinafter referred to as "providers"), with Boatpark with regard to the use of the platform and the services of Boatpark. By registering, the user accepts these GTC as legally binding for this area of application.

2. Changes to the Terms and Conditions

Boatpark may amend these GTC at any time without giving reasons. Boatpark is responsible for announcing the changes in advance and in an appropriate manner. Unless the user objects in writing within one month of notification or continues to use the platform after the objection period has expired, 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 changes to these Terms and Conditions 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 Terms and Conditions shall continue to apply until the contractual relationship is terminated. If no termination is made and the platform continues to be used, the objection shall be deemed withdrawn and the changes shall be deemed to have been accepted retrospectively.

3. Country versions

Boatpark operates in various countries and may establish group companies there for regional business (hereinafter referred to as "national 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, based in Switzerland, provided that the user is domiciled in Switzerland, regardless of which regional platform the user registers with. Otherwise, the contractual relationship applies with any national company in which the berth is located. If there is no local national company of Boatpark, Boatpark AG, based in Switzerland, is the contractual partner.

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 with the express consent of Boatpark. Registration is free of charge and non-transferable. The user account is personal and may not be made available to third parties. If a user account is inactive for more than 180 days, Boatpark is entitled to delete the user account 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 their information is always up to date, complete, and truthful, and will provide evidence of this upon request. Secure passwords must be chosen. There is no entitlement to registration. Boatpark may refuse or revoke registration without giving reasons.

3. Start of contract and acceptance as a user

The user is registered once they have completed and submitted their registration application, agreed to the terms and conditions, and confirmed their email address and mobile phone

number. By registering, the user enters into a contract with Boatpark for the use of the platform and the associated services provided by Boatpark. These terms and conditions and any further provisions referred to in the terms and conditions are part of this contract. Boatpark may also require users to sign a written contract and may terminate the contract without notice if it is not signed and returned on time.

4. Termination of the contract

The user may terminate the contract with Boatpark at any time and without giving reasons by written declaration, to the extent permitted by law. 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 information, 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 giving reasons and without observing a notice period, i.e. to terminate the use and thus the contract with Boatpark, without the user having any claims against Boatpark as a result. A right of termination at any time without notice applies in particular in the event of violations by the user of these GTC or any other provisions of Boatpark. Boatpark is entitled (but not obliged) to temporarily suspend or permanently exclude a user without compensation if there are indications that this user lives in the same household as or is otherwise connected to another suspended or excluded user, has violated or is violating these GTC or any other provisions of Boatpark, or has otherwise committed misuse. Boatpark shall notify the user of the suspension or exclusion or termination in writing, via the platform and/or by email. Existing contracts for berths are not affected by the termination of use and termination of the contract with Boatpark. They may 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 their password secret at all times. If there is a risk, suspicion, or certainty that a third party knows the password, it must be changed immediately. The user is responsible to Boatpark and other users for all actions carried out using their username and password as if they were their own. The relevant records of Boatpark are recognized by the parties as presumed to be 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. 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, nor may they 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/referral 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 messages in this way. This is done, for example, through push notifications in apps and/or additionally through informational emails or text messages. They are considered delivered as soon as they are sent by Boatpark. This also applies if Boatpark sends new messages to the

email address provided by the user and this email address does not work. It is the responsibility of users to keep the data on the platform 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 form (e.g., by uploading photos) 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 advertising and documentation purposes (including the use of screenshots) without restriction in terms of time or location 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 public decency, and that Boatpark is permitted to use it as described above. The texts, links, images, and other content and information may not be offensive, derogatory, obscene, defamatory, harassing, libelous, disparaging, damaging to reputation, misleading, or similar, nor may they lead to confusion. The user may only publish images on the platform that they have created themselves or for which the rights holder has consented to their use by Boatpark; this also applies to content already published on the Internet. The user also undertakes to comply with applicable law in all respects. Texts, links, images, and other content and information on the platform may only be used to the extent and for as long as is necessary for the proper use of the services offered via the platform. Users are not granted any rights in this regard. The use of Boatpark's logos, trademarks, and other identifying marks 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 capabilities, and strategic orientation. Boatpark is free to design the platform as it sees fit. The platform can be accessed via various end devices/websites and apps (collectively referred to as "access channels"). The decision on the access routes 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 terms and conditions from Boatpark and third parties. In addition, further costs may also arise (e.g., fees 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 provided by the user so that they can be displayed on the websites and in the apps as required. The displays may vary depending on the access method. However, users are bound in the same way when concluding a contract via any access method. Boatpark does not guarantee the berths offered for booking, in particular with regard to their suitability or availability.

V. Offering berths

1. Rental or brokerage

The type of contractual relationship between the provider and user of a berth depends on whether the port fee is included in the price or not.

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

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

In this case, the contractual relationship is limited to the provider making the information about the availability of the berth available to the user and, in addition, ensuring that the berth is freely available at the specified times and that the user may forward this information to the port operator for the purpose of concluding a fixed-term

rental agreement (brokerage agreement in accordance with Art. 412ff. OR). The provider is therefore only an intermediary between the interested tenant (user) and the port (no subletting).

However, the contractual relationship regarding the effective rental of the berth is only established between the port and the user once the user has duly checked in at the port and paid the port fees. In this case, the port fee is not paid 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 space description, the price paid in Boatpark will be deducted by the harbor.

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

The provider authorized to sublet as the lessor (port or owner) concludes a fixed-term rental agreement with the user as the lessee for the agreed period for the use of the agreed berth at the price stated on the Boatpark platform (rental agreement in accordance with Art. 253ff. OR). If the provider is itself the lessee/tenant of the berths, it guarantees that it is permitted to sublet them within the framework of the platform and that it has the necessary consent of the owner or port.

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

The port responsible for a berth offered can choose whether reservation requests should be confirmed directly by the app or only after prior review 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 marina within the defined period, a confirmation or cancellation is automatically sent by the platform to , whereby the marina defines whether it should be automatically confirmed or canceled.

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

A brokerage contract is always concluded between the user interested in renting and the respective provider of a berth in accordance with Boatpark's terms and conditions for the brokerage of short-term rental contracts in the version valid at the time of conclusion of the brokerage contract, as well as any other special conditions that arise from the offer on the platform in detail (no subletting).

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

3. Contractual relationship for the rental of berths (port fees included)

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

Boatpark only 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 fees with the port. Until an agreement is reached with the port, the port fees will be credited to the provider, who remains fully liable to the port.

4. Information about the berth

The provider of a berth enters the various details of the respective berth (e.g., berth number, maximum dimensions of the boat occupying it, etc.) as well as the periods of availability with the corresponding price via the platform. Details of the draft must always be given in relation to the water level at chart zero.

The provider has the option of extending or reducing availability at their own discretion at any time. It is possible to define the availability of a berth on a day-by-day basis (day-by-day option): in this case, the berth can be booked by a user at the earliest on the day the period of use begins and only for a duration of one night. This allows the provider to end the period of availability on a daily basis and make the space available for their own use again.

However, if reservations for these berths have already been made with Boatpark users, the contractual partner guarantees that these can be fulfilled in full.

The availability period is defined as from 5:00 p.m. (local time at the location of the berth, check-in time) on the first day of the available period until 11:00 a.m. (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 websites) via their user account. The provider guarantees that they will only offer areas as berths via Boatpark that are suitable for this purpose. The provider may only make available berths that are not encumbered by any easements that would be impaired by their use as berths.

The provider is free to make further conditions the subject of the contract (e.g., a restriction with regard to the type of boat, the inclusion of additional services in the price, additional information such as telephone numbers, etc.). These must be specified by the provider in the description of the mooring. Special conditions of the provider must not conflict with the essential provisions of the General Terms and Conditions.

If the provider releases their own berth from the current day in day-by-day mode, the berth will only be available for booking by other users after 30 minutes. This allows the provider to reserve another berth for themselves or to cancel the availability of their own berth if no free berth can be found at another location.

The provider guarantees that all information entered in the app is correct and that any port regulations 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 (or any cancellation fee) displayed on the platform as follows:

	Port fee included		Port fee not included	
	Harbor berths (guest berths)	Private berths (tenant berths)	Harbor berths	Private berths
Boatpark commission	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

Gross remuneration for private providers	n/a	Individual per port, agreed between Boatpark and the port	n/a	Remaining amount after deduction of Boatpark commission (approx. 65% of the end customer price)
Port fee (transferred to the port)	Remaining amount after deduction of Boatpark commission (approx. 90% of the end customer price).	Remaining amount after deduction of Boatpark commission and remuneration for the private provider	n/a (Must be paid directly on site by the user to the harbor. If noted in the space description, the boat park price will be deducted by the harbor).	n/a (Must be paid directly on site by the user to the port. If noted in the space description, the boat parking fee will be deducted by the port).

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

Any 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 on behalf of and for the account of the provider. As an authorized representative, Boatpark collects the fee agreed between the provider and the user via the platform for the provider using the selected payment method. The fees received by Boatpark are settled with the provider on a monthly basis. The statement lists all gross income minus the Boatpark commission and any fees payable to the port operators. The provider can request payment or use the balance for payments within the platform (as a user). Payment is made to the bank account specified by the provider in the app or (e.g., in the case of refunds) to the payment method used. Any (bank) fees for the transfer are borne by the recipient (whereby, whenever possible, low-cost SEPA payments are used for payments in euros). The account balance displayed in the app is for the user's information only and is not binding. Binding information about account balances is provided in the monthly statement.

The monthly statement takes into account the fees received by the provider for all bookings whose end date (or cancellation date) falls within 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 for the current month. In accordance with the provisions of the General Terms and Conditions, users have the right to cancel berths before the start of parking/the start of the contract. If a user cancels before the start of the contract, fees will still be incurred by the user depending on the time of cancellation. These (reduced) cancellation fees will be billed as normal fees. The provider undertakes to provide all information necessary for proper invoicing by Boatpark and to keep this information up to date at all times. Boatpark accepts no responsibility for the accuracy and completeness of the information provided by the provider on the invoices.

7. Tax obligations

The provider is solely responsible for fulfilling all tax obligations. This includes both the obligation to submit the relevant tax returns when brokering/renting berths and the obligation to pay the taxes received to the competent authority. The provider is solely responsible for determining which authority is responsible for them. Boatpark does not provide the provider with tax or legal advice.

VI. Booking berths

1. Rental or brokerage

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

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

In this case, the contractual relationship is limited to the provider (not authorized to sublet) provider provides the user with information about the availability of the berth and also guarantees that the berth is freely available at the specified times and that the user may forward this information to the port operator for the purpose of concluding a fixed-term rental agreement (brokerage agreement in accordance with Art. 412ff. OR, no subletting). However, the contractual relationship regarding the actual rental of the berth is only established between the port and the user once the user has duly checked in at the port and paid the port fees. In this case, the port fee is not paid via the Boatpark platform and must be paid by the user in addition to the price stated on the Boatpark platform.

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

The provider authorized to sublet as the lessor (main tenant, port, or owner) concludes a fixed-term rental agreement with the user as the lessee for the agreed period for the use of the agreed berth at the price stated on the Boatpark platform (rental agreement in accordance with Art. 253ff. OR). If the provider is the lessee/tenant of the berths, they guarantee that they are permitted to sublet them within the framework of the platform and that they have the necessary consent of the owner or harbor.

2. Booking process

The agreed period and berth are determined by the corresponding booking process on 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 on the "Book for –amount–" button. This 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 via email.

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

The booking period is defined as from 5:00 p.m. (local time at the berth location, check-in time) on the first day of the booked period until 11:00 a.m. (check-out time) on the last day of the booked period. Different check-in and check-out times can be specified for each berth.

If the berth is already available on the day of arrival before the defined check-in time, the user may occupy the berth unless otherwise communicated at the location.

The user is required to reserve the smallest possible space for their boat so that larger spaces remain available for larger boats.

Privileged booking: Berths that are made available in day-by-day mode (day-by-day option) can only be booked from 12:00 noon (local port time) as standard. 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 your 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 a binding period 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 for 1 night at a charge and confirm this by email to . 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 port per night. Simultaneous reservations in different ports are not permitted by the system.

The conclusion of the contract is confirmed to the user by the platform via email. The contract is concluded in German. The fee owed is individual for each berth and is displayed on the platform; it is subject to change at any time, but is considered fixed upon conclusion of the contract. The fee already includes any additional costs, as well as the commission for Boatpark. Accordingly, the user agrees that Boatpark accepts and retains brokerage commissions for itself.

3. Payment terms

Boatpark is authorized by the provider to accept payments (fees) from users on behalf of and for the account of the provider. As an authorized representative, Boatpark collects the fees agreed between the provider and the user via the platform after conclusion of the contract using the respective selected payment method for the provider and thus accepts the payment on behalf of the provider. The user agrees to this fee collection upon conclusion of the contract. The payment methods offered by Boatpark are available, whereby the conditions for these vary depending on the payment method and the terms of use of the respective payment provider apply. Payment of the fees is initially made to Boatpark (as the authorized agent for the collection of payments), which transfers the fees paid to it to the provider after deducting its commission and any other amounts owed to it, as well as any other amounts owed by the provider. All fees include VAT at the statutory rate, if applicable. Boatpark invoices the user for the fees on behalf 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. generally for the temporary mooring of watercraft. The vessels must comply with the applicable legal regulations at the respective location where the berth is located (including its ordinances). In the absence of other local or provider specifications, all regulations must also be observed by the user on the mooring site. The use of the mooring 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 must not be used in a manner that exceeds proper use, nor must they be damaged or contaminated. Damage and other circumstances that impair the intended use must be reported immediately to the provider and, if necessary, to the port authority.

Before occupying the berth, the user must check whether the space is suitable for their vessel (e.g., the draft depending on the water level). Boatpark does not guarantee the accuracy of the space information.

A user may only use the berth they have booked and only during the agreed period. They 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 fees and penalties (from 1 hour of overuse, a full day's rent will be charged). These are due immediately.

The user also undertakes to comply with any additional berth/property-specific house and/or usage rules of the provider or the port (which are, for example, posted at the port or provided to the user by the provider via the platform) and to follow all instructions of the port

authorities. If the port authorities assign a berth other than the one booked for overnight stays, this instruction must be followed and there is no right to use the berth that was actually booked. In the event of a reallocation by the port, there will be no additional charge (in the case of reallocation to a more expensive space) nor a refund to the user (in the case of reallocation to a cheaper space). If the port is unable to offer a space despite a booking via Boatpark, the user will be credited with the full amount of 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. The same cancellation fees apply as if the user had canceled the reservation themselves.

5. Cancellation rules

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

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

- Full credit for cancellations up to the day before
- No credit for cancellations made at shorter notice

Long-term reservations, 3 days (72 hours) or more before the start of the period of use *):

- Full credit for cancellations at least 10 days in advance
- 50% credit for cancellations 2-10 days in advance
- No credit for cancellations at shorter notice

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

Cancellation before Start of usage period *)		Proportionate credit to user account
For short-term reservations (less than 72 hours before the period of use)	For long-term reservations (>= 72 hours before the 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 (any time)		100

*) The start of the period of use is 5:00 p.m. on the first day of the reservation.

If guest taxes are also charged for the space, the taxes will be credited in full to the user account, provided that the cancellation is made before 5:00 p.m. (regardless of when the reservation was made).

Credits due to cancellations are immediately displayed in the user account of the app and are available for the payment of further bookings. A written confirmation of the credit note will be sent by email after the end of the month. The credits remain valid and do not expire.

If the user wishes to have the internal credit refunded, they must request this by email from Boatpark. As a rule, the refund will be made to the payment method on file. Boatpark is entitled to retain up to 5% of refunds as compensation for expenses.

VII. Contacting Boatpark / Enquiries via Boatpark

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

The inquiry option integrated into Boatpark allows 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 does not send systematic multiple inquiries.

Such inquiries are sent on behalf of the respective user to the publicly available email address of the company. The use of this publicly accessible contact option for specific inquiries about one's own services is covered by law (Art. 3 para. 1 lit. s of the Federal Act Against Unfair Competition (UWG) and § 5 para. 1 of the Telemedia Act (TMG)).

When sending an inquiry, the user is informed of this and agrees that Boatpark will forward the stored personal and vessel data to the requested company.

VIII. Misconduct, problems and disputes, damage

In the event of disputes (e.g., due to exceeding the agreed period or damage to the provider's property by the user), Boatpark will use its best efforts 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) at the user's expense and risk if the agreed period has been exceeded or if it is located at a berth of the provider other than the agreed berth or is otherwise parked in violation of traffic regulations. The period of use is displayed 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 unreasonably towards other users and Boatpark has evidence of this, Boatpark may issue a warning to the user concerned. Boatpark also reserves the right to terminate the contractual relationship with the user in question at any time and to exclude them from using the platform in the future. Other and further rights of the users arising from breach of the contractual relationship against each other, in particular damages, remain reserved. However, mutual liability of the users for indirect and consequential damages, including lost profits, is excluded. The provider assures both the user and Boatpark that they are entitled to rent/broker the berths in question and that these are suitable for the agreed purpose (in particular the mooring of watercraft). Providers and users are solely responsible to each other for the performance of the contractual relationship. Boatpark is not liable for damage to or theft from vehicles and/or berths/buildings. The same applies to other damages arising in connection with a contractual relationship.

IX. Data protection

Boatpark collects user data in the course of the contractual relationship. In doing so, the legal provisions, in particular the Federal Act on Data Protection (FADP), are observed. Without the consent of the users, Boatpark will only collect, process, or use inventory and usage data of the users to the extent necessary for the execution of the contractual relationship and for the use and billing of the service.

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

X. Warranty, Technical Malfunctions, 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 users or members.

XI. Disclaimer

To the extent permitted by law, Boatpark's liability is limited to intent and gross negligence and to the culpable breach of essential 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 is limited to the foreseeable, contract-typical damage according to the type of service/agency 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 that result in moorings offered for booking not being displayed, being displayed late or incorrectly, or otherwise leading to disruptions in the execution of the contract. Liability for unforeseeable damage, indirect damage, consequential damage, and lost profits (e.g., in the event of the platform being unavailable) is excluded in all cases.

Boatpark is not liable for damages incurred by users or third parties as a result of 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, legal provisions, or contracts concluded with another user in connection with the platform, or if such a violation is asserted, this user shall indemnify Boatpark upon first request with regard to all related claims of another user or a third party. Boatpark shall notify the user of any claims it receives within a reasonable period of time and allow the user who is obliged to indemnify Boatpark to defend against these claims. The user shall bear the costs, including those of reasonable legal representation of Boatpark.

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 third parties.

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 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 gaps in the provisions.

XV. Applicable law and place of jurisdiction

The contractual relationship between Boatpark and 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 that other courts have mandatory jurisdiction. Boatpark may also assert claims against users before the courts at their place of residence or registered office.