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

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I. General provisions

1. Scope of application

Boatpark AG (hereinafter “Boatpark”) provides a platform for the temporary brokerage or rental of boat berths in various regions via the website www.boatpark.app and other access channels (e.g. mobile app) (hereinafter the “Platform”).

These General Terms and Conditions for registration on and use of the Platform (also referred to as “Terms and Conditions”) govern the relationship between users registered on the Platform, whether interested in using a berth (hereinafter “Customer”) or offering a berth for rental or brokerage (hereinafter “Provider”), and Boatpark concerning use of the Platform and Boatpark’s services. By registering, the user acknowledges these Terms and Conditions as legally binding for this scope of application.

2. Amendments

Boatpark may amend these Terms and Conditions at any time without stating reasons. Boatpark must notify users of changes in advance and by appropriate means. Unless the user objects in writing within one month of notification, or if the user continues to use the Platform after the objection period has expired, the changes shall be deemed accepted.

Alternatively, Boatpark may require users to actively accept amended Terms and Conditions. All other amendments to these Terms and Conditions or agreements deviating from them must be in writing. In the event of an objection, the user may terminate the contractual relationship pursuant to Section II.4. Upon termination, the previous Terms and Conditions continue to apply until the contractual relationship ends. If the user does not terminate and continues using the Platform, the objection shall be deemed withdrawn and the amendments subsequently accepted.

3. Country-specific versions

Boatpark operates in various countries and may establish group companies for regional operations (hereinafter “Country Companies”). The following applies to the contractual relationship:

The contractual relationship for use of the Platform shall always be between the user and Boatpark AG, based in Switzerland, if the user is domiciled in Switzerland, irrespective of the regional Platform through which the user registers. Otherwise, the contractual relationship shall be with any existing Country Company in the country where the berth is located.

If no local Boatpark Country Company exists, Boatpark AG, based in Switzerland, shall be the contractual partner.

II. Registration

1. General provisions

The Platform and its services may be used only by registered users. Commercial use of the Platform is permitted only by separate agreement with Boatpark. Registration is free of charge and non-transferable. User accounts are personal and may not be made available to third parties. Boatpark is entitled to delete user accounts after prolonged inactivity, following prior notification, and to terminate the contractual relationship.

2. Registration requirements

All mandatory fields must be completed correctly and properly when registering. The user warrants that the information provided is always current, complete and truthful and shall

substantiate it upon request. Secure passwords must be chosen. There is no entitlement to registration. Boatpark may reject or revoke registration without stating reasons.

3. Commencement of contract and acceptance as a user

The user is registered once they have completed and submitted their registration application, accepted the Terms and Conditions, and verified their email address and mobile telephone number.

Alternatively, Boatpark may set up a user account on behalf of a marina or Provider and hand it over for further use. In this case, the Terms and Conditions are accepted when the user first takes over or uses the account.

By registering or taking over the user account, the user enters into a contract with Boatpark for use of the Platform and the related Boatpark services. These Terms and Conditions and any further provisions referenced herein form part of that contract.

Boatpark may also require users to sign a written agreement and may terminate the contract without notice if that agreement is not signed and returned within the prescribed period.

4. Termination of contract

To the extent permitted by law, the user may terminate the contract with Boatpark at any time without stating reasons by written declaration. Upon receipt of the termination notice, Boatpark may immediately block the user account and access to the Platform in whole or in part. The right to terminate for good cause without notice remains unaffected.

Boatpark has the right (but not the obligation), upon termination of the contract, to delete without notice all user information, content and transaction data stored and mark the user as deleted. To the extent permitted by law, Boatpark may exclude a user from the Platform at any time without reasons or notice, thereby ending use of the Platform and the contract with Boatpark, without giving rise to claims against Boatpark. An immediate right of termination applies in particular in the event of breaches of these Terms and Conditions or other Boatpark provisions.

Boatpark is entitled (but not obliged) to suspend a user temporarily or exclude them permanently without compensation if there are indications that the user lives in the same household as, or is otherwise connected to, another suspended or excluded user, that these Terms and Conditions or other Boatpark provisions have been or are being breached, or that other misuse exists. Boatpark will notify the user of suspension, exclusion or termination in writing, via the Platform and/or by email.

Existing berth contracts are not affected by termination of use or dissolution of the contract with Boatpark. They may be terminated in accordance with statutory provisions unless these Terms and Conditions provide otherwise.

III. User obligations

1. User account

The user must 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 liable to Boatpark and other users for all actions carried out using their username and password as if they were their own. Boatpark's corresponding records are acknowledged by the parties as presumptively correct, complete and admissible as evidence.

2. Use of the Platform

Unless otherwise agreed (e.g. by an agreement on use of an API), the Platform may only be used manually and as intended. The use of mechanisms, software or scripts that place a burden on the Platform or conflict with Boatpark's evident or declared interests is prohibited.

In particular, crawlers, search robots or other automated methods for extracting data or users from the Platform may not be used. Users may not take measures that place an unreasonable or excessive burden on the Platform or otherwise interfere with or misuse it.

Users may not block, overwrite or modify content generated by the Platform. Users may not use the Platform for advertising of any kind. Resale or onward brokerage of services via the Platform is also prohibited unless expressly agreed otherwise with Boatpark.

Boatpark may communicate with users via the Platform and deliver legally binding notices in this way, for example by push notifications in apps and/or supplementary informational emails. Notices are deemed delivered as soon as Boatpark sends them. This also applies if Boatpark sends notices to the registered email address and that address does not work. Users are responsible for keeping their information on the Platform up to date.

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

Texts, links, images and other content and information which a user publishes on the Platform in any form (e.g. by uploading photographs) or otherwise communicates via the Platform may be used by Boatpark in connection with operating the Platform, providing its services and promoting and documenting them (including through screenshots), without restrictions as to time or place and without remuneration. The user warrants that such content and information do not infringe any intellectual property, personality or other third-party rights or otherwise violate applicable law or accepted standards of morality, and that they are entitled to permit the above use by Boatpark. Texts, links, images and other content and information must not be insulting, condescending, obscene, defamatory, harassing, injurious to reputation, disparaging, misleading or confusing, or similar.

Users may publish only images they created themselves or for which the rights holder has consented to the use envisaged by Boatpark; this also applies to content already published on the internet. Users must otherwise comply with applicable law in all respects. Texts, links, images and other content and information on the Platform may be used only to the extent and for as long as necessary for proper use of the services offered through the Platform.

Users are granted no rights in this respect. Boatpark logos, trademarks and other distinguishing signs may be used only with prior express permission and in accordance with Boatpark's specifications.

IV. Special rights and obligations of Boatpark

Boatpark provides its services to users via the Platform within the scope of its resources, operational capabilities and strategic direction. Boatpark is free to design the Platform. It can be accessed through various devices, websites and apps (collectively, “Access Channels”). Boatpark alone decides which Access Channels to offer.

Boatpark may change, expand, restrict or discontinue these channels at any time. Use of apps may be subject to acceptance of additional licence and usage terms of Boatpark and third parties. Further costs may arise (e.g. mobile data connection or roaming charges), for which the user is solely responsible.

Boatpark may process and adapt texts, links, images and other user content and information so they can be displayed as required on websites and in apps. Display may vary depending

on the Access Channel. Users are nevertheless equally bound when concluding a contract via any Access Channel. Boatpark provides no warranty for berths offered for booking, particularly regarding their suitability or availability.

V. Offering berths

1. Rental or brokerage

The nature of the contractual relationship between the Provider and the Customer of a berth depends on whether the marina fee is included in the price.

The Provider determines the applicable type of contractual relationship for their berths on the Platform by indicating whether the marina fee is included in the stated price:

- **“Marina fee included?” = No:**
  In this case, the contractual relationship is limited to the Provider giving the Customer information on the berth’s availability and guaranteeing that the berth is free at the indicated times and that the Customer may pass this information to the marina operator as a binding basis for entering into a fixed-term rental agreement (brokerage contract under Art. 412 et seq. Swiss Code of Obligations). The Provider merely acts as an intermediary between the prospective renter (Customer) and the marina (no subletting). The actual berth rental agreement is concluded only between the marina and the Customer once the Customer has duly checked in at the marina and paid the marina fees. In this case, the marina fee is not paid via the Boatpark Platform and must be paid by the Customer in addition to the price shown on the Platform. Where indicated in the berth description, the marina deducts the price paid through Boatpark.
- **“Marina fee included?” = Yes:**
  The Provider authorised to sublet, acting as lessor (marina or owner), enters into a fixed-term rental contract with the Customer as tenant for use of the agreed berth at the price displayed on the Boatpark Platform (rental contract under Art. 253 et seq. Swiss Code of Obligations). If the Provider is itself a tenant or lessee of the berth, the Provider warrants that it may sublet via the Platform and has obtained the necessary consent of the owner or marina.

The Provider authorises Boatpark to conclude the corresponding contracts and collect the fees payable under them, and Boatpark acts as the Provider's authorised representative.

The marina responsible for an offered berth may choose whether reservation requests are confirmed directly by the app or only after prior review by the marina. In the latter case, a reservation is initially confirmed as provisional. The marina can then confirm or decline it within a period set by the marina.

The Platform then sends confirmation or cancellation of the provisional reservation. If the marina takes no action within the defined period, the Platform automatically sends confirmation or cancellation, according to the default selected by the marina.

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

A brokerage agreement is concluded between the Customer interested in renting and the respective berth Provider in accordance with Boatpark's provisions for brokerage of short-term rental agreements in force at the time the brokerage agreement is concluded and any other specific conditions contained in the individual offer on the Platform (no subletting).

Boatpark merely provides the Platform and is not party to these brokerage agreements and therefore bears no responsibility for their proper performance.

3. Contractual relationship for rental of berths (marina fee included)

A berth rental agreement is concluded between the renting Customer and the respective Provider (i.e. marina, owner or principal tenant authorised to sublet) in accordance with Boatpark's provisions for the rental of berths in force at the time the rental agreement is concluded and any other specific conditions contained in the individual offer on the Platform.

Boatpark merely provides the Platform and is not party to these rental agreements and therefore bears no responsibility for their proper performance.

The Provider must inform Boatpark of the marina operator responsible for the berth in question so that Boatpark can agree with the marina on settlement of the marina fee. Until an agreement is reached with the marina, the marina fees are credited to the Provider, who remains fully liable to the marina.

4. Berth information

The berth Provider enters details of each berth on the Platform (e.g. berth number, maximum dimensions of the vessel using it, etc.) as well as periods of availability and corresponding prices. Draught figures must always refer to the water level at chart datum.

The Provider may extend or reduce availability at any time at their discretion. A berth can be made available only on a day-by-day basis (“day-by-day” option); in this case, the Customer may book the berth no earlier than the first day of use and only for one night. This enables the Provider to end the availability period each day and use the berth again themselves. However, if reservations have already been made for such berths by Boatpark users, the contracting party warrants that these reservations can be honoured in full. The availability period runs from 5:00 p.m. (local time at the berth, check-in time) on the first available day to 11:00 a.m. (check-out time) on the last available day. Different check-in and check-out times may be defined for individual berths.

The Provider can publish additional berth content (e.g. links to websites) through their user account. The Provider warrants that they offer only areas suitable for use as berths on Boatpark. The Provider may offer only berths that are not subject to easements that would be impaired by their use as berths.

The Provider may make additional conditions part of the contract (e.g. restrictions on vessel type, inclusion of further services in the price, additional information such as telephone numbers). These must be stated in the berth description. Special conditions of the Provider may not conflict with essential provisions of these Terms and Conditions.

When making their own berth available from the current day in day-by-day mode, it becomes bookable by other users only after 30 minutes. This allows the Provider to reserve another berth for themselves or withdraw availability of their own berth if no alternative berth is found elsewhere.

The Provider warrants that all information entered in the app is accurate and that any applicable marina rules are complied with.

The Provider indemnifies Boatpark against all third-party claims relating to berth information and/or availability.

5. Boatpark commission

Boatpark receives a commission for providing the Platform (hereinafter “Boatpark Commission”), calculated according to the table below. Boatpark Commission is calculated on the total final price shown to the Customer on the Platform (or any cancellation fee) as follows:

	Marina fee included		Marina fee not included	
	Marina berths (guest berths)	**Private berths (tenant berths)**	**Marina berths**	**Private berths**
Boatpark Commission	10% of final Customer price, min. 1.50 CHF/EUR/USD/GBP per night	10% of final Customer price, min. 1.50 CHF/EUR/USD/GBP per night	100% of final Customer price, min. 1.50 CHF/EUR/USD/GBP per night	35% of final Customer price, min. 1.50 CHF/EUR/USD/GBP per night
Gross remuneration for private Provider	n/a	Individually agreed between Boatpark and the marina	n/a	Remaining amount after Boatpark Commission (approx. 65% of final Customer price)
Marina fee (paid to marina)	Remaining amount after Boatpark Commission (approx. 90% of final Customer price).	Remaining amount after Boatpark Commission and remuneration for private Provider	n/a (Customer must pay the marina directly on site. If indicated in the berth description, the Boatpark price is deducted by the marina.)	n/a (Customer must pay the marina directly on site. If indicated in the berth description, the Boatpark price is deducted by the marina.)

If a Customer cancels, any cancellation fee charged is settled according to the same scheme (the cancellation fee replaces the total final Customer price as the calculation basis).

Any different commission rates must be agreed in writing between Boatpark and the contracting party.

Commission cap for guest bookings at marinas

For guest bookings at marinas with the marina fee included, the percentage Boatpark Commission rate shown on the first monthly statement containing settled guest bookings shall permanently constitute the binding maximum rate for that marina. The commission rate may be reduced at any time.

An additional charge is permitted only if and to the extent that the actual, verifiable fees charged by the payment service provider exceed 3% of the relevant transaction amount. In that case, Boatpark may charge only the additional amount actually incurred above 3%.

The minimum commission of 1.50 CHF/EUR/USD/GBP per night remains unaffected by this provision and applies independently of the percentage commission cap.

6. Payment settlement to the Provider

Payments are processed as follows: the Provider authorises Boatpark to receive payments (fees) from Customers in the name and on behalf of the Provider. As authorised representative, Boatpark collects the fee agreed on the Platform between the Provider and the Customer using the selected payment method on behalf of the Provider.

Boatpark settles the fees collected for the Provider monthly. The statement lists all gross revenues less Boatpark Commission and any amounts payable to marina operators. The Provider may request payment or use the balance for payments within the Platform (as a Customer). Payment is made to the bank account registered by the Provider in the app or (e.g. in case of refunds) to the payment method used. Any bank charges for the transfer are borne by the recipient (wherever possible, low-cost SEPA transfers are used for euro payments).

If the Provider is a marina operator, the balance is automatically transferred each month to the registered bank account.

The account balance shown in the app is for information only and is non-binding. The monthly statement provides the binding account balance information.

Monthly statements include the fees collected for the Provider for bookings whose end date (or cancellation date) falls in the respective statement month. If chargebacks subsequently occur, Boatpark may recover the amounts from the Provider or offset them against payments due for the current month.

Customers are entitled to cancel berths before the start of parking or of the contract in accordance with these Terms and Conditions. Depending on the cancellation date, a fee may nevertheless be charged to the Customer. These reduced cancellation fees are settled as normal fees.

The Provider must supply all information necessary for Boatpark to issue proper invoices and keep it up to date at all times. Boatpark accepts no responsibility for the accuracy or completeness of the Provider's invoice details.

7. Tax obligations

The Provider alone is responsible for fulfilling all tax obligations. This includes submitting relevant tax returns for the brokerage or rental of berths and paying taxes received to the competent authority. The Provider is solely responsible for identifying the competent authority. Boatpark does not provide tax or legal advice.

VI. Booking berths

1. Rental or brokerage

The Provider determines the applicable contractual relationship for their berths on the Platform by indicating whether the marina fee is included in the stated price (see also Chapter V, Offering berths):

- **“Marina fee included?” = No:**
  In this case, the contractual relationship is limited to the Provider (who is not authorised to sublet) informing the Customer that the berth is available and guaranteeing that it is available at the stated times and that the Customer may forward that information to the marina operator as a binding basis for entering into a fixed-term rental agreement (brokerage agreement under Art. 412 et seq. Swiss Code of Obligations; no subletting). The actual rental agreement is concluded only between the marina and the Customer when the Customer has duly checked in and paid the marina fees. In this case, the marina fee is not paid through the Boatpark Platform and is payable by the Customer in addition to the price displayed on the Platform.
- **“Marina fee included?” = Yes:**
  The Provider authorised to sublet, acting as lessor (marina, owner or principal tenant), enters into a fixed-term rental agreement with the Customer as tenant for use of the agreed berth at the price indicated on the Boatpark Platform (rental agreement under Art. 253 et seq. Swiss Code of Obligations). If the Provider is itself a tenant or lessee, it warrants that it may sublet the berths through the Platform and has obtained the necessary consent of the owner or marina.

2. Booking process

The agreed period and berth are determined and bindingly recorded through the Platform’s booking process. The Customer first selects a berth in the Boatpark app, sets the start and end dates and presses the “Book for [amount]” button, thereby submitting an offer to reserve

the berth, which the Platform accepts subject to availability. The Platform confirms the booking by email.

Depending on the marina concerned, confirmation is either immediately binding or initially provisional and subject to confirmation by the marina. In the latter case, the Platform displays the period within which the provisional reservation will be confirmed or cancelled. A provisional reservation is not binding. If the marina cancels it, the full price paid is credited to the Customer's internal account.

The booking period runs from 5:00 p.m. (local time at the berth, check-in time) on the first day booked to 11:00 a.m. (check-out time) on the last day. Different check-in and check-out times may be set for individual berths.

If the berth is available before the defined check-in time on the arrival date, the Customer may occupy it earlier unless otherwise indicated at the berth.

The Customer is encouraged to reserve the smallest berth suitable for their vessel, leaving larger berths available for larger vessels.

Priority booking: Berths made available in day-by-day mode may normally be booked only from 12:00 noon (local marina time). Users who make their own berth available for the same day have priority and may book such berths at any time for that day. In that case, withdrawal of availability of their own berth is possible only after cancelling the reservation.

Automatic extension: Berths made available in day-by-day mode can be firmly reserved for only one night. Customers wishing to stay longer may request automatic extension until the specified end date. If the reserved berth remains available at midnight for the following day, the Platform automatically extends the booking by one night for a fee and confirms this by email. Automatic extension can be stopped at any time under “My bookings” in the app.

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

The Platform confirms conclusion of the contract to the Customer by email. The contract is concluded in German. The fee due is set individually for each berth and displayed on the Platform; it may change at any time but is fixed once the contract is concluded. Any ancillary costs and Boatpark Commission are already included in the fee. Accordingly, the Customer agrees that Boatpark may receive and retain brokerage commissions.

3. Payment terms

The Provider authorises Boatpark to receive payments (fees) from Customers in the name and on behalf of the Provider.

As authorised representative, Boatpark collects the fees agreed between the Provider and Customer through the Platform after the contract is concluded, using the selected payment method, and thereby receives payment on the Provider's behalf. The Customer agrees to this collection upon concluding the contract. Payment methods are those offered by Boatpark, and their terms may vary; the respective payment provider's terms of use apply.

Fees are initially paid to Boatpark (as authorised collection agent), which transfers the fees received to the Provider after deducting its commission, other amounts due to it and any additional amounts owed by the Provider. All fees include VAT at the statutory rate where applicable. Boatpark invoices the Customer for these fees in the name and on behalf of the Provider.

4. Special obligations of the Customer

Booked berths may only be used for their intended purpose, normally the temporary mooring of watercraft. Vessels must comply with applicable laws and regulations at the location of the berth. Unless otherwise specified on site or by the Provider, all such rules must also be observed on marina premises. Use of the berth must not adversely affect legitimate interests of third parties or the Provider. The berth and surrounding premises must be used carefully, not beyond their proper purpose, and must not be damaged or soiled. Damage and any other circumstances affecting the intended use must be reported immediately to the Provider and, where applicable, the harbour authority.

Before occupying a berth, the Customer must check its suitability for their vessel (e.g. the draught in relation to water level). Boatpark does not warrant the accuracy of berth information.

The Customer may use only the berth booked, and only for the agreed period. The Customer may not sublet it or make it available to third parties. The Customer owes the Provider the agreed fees and, in the case of incorrect or excessive use, any additional berth fees and penalties (once use exceeds the agreed period by one hour, a full day's rent will be charged). These amounts are immediately due.

The Customer must also comply with any additional berth- or property-specific rules of the Provider or marina (e.g. posted at the marina or communicated through the Platform) and obey all instructions of harbour authorities. If the harbour authority assigns a different berth for the overnight stay, the Customer must comply and has no right to use the originally booked berth. Relocation by the marina results in neither an additional charge (for a more expensive berth) nor a refund (for a cheaper berth). If the marina cannot provide a berth despite a Boatpark booking, the Customer receives a full credit for the booking.

Conversely, the Customer is expected to actually occupy a reserved berth. If the berth is not occupied despite the booking, the marina or Boatpark may cancel the reservation. The same cancellation fees apply as if the Customer had cancelled.

5. Cancellation policy

Boatpark generally recommends booking berths at short notice to allow for wind and weather conditions. Different cancellation rules therefore apply depending on when the reservation was made.

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

- Full credit for cancellation up to the previous day
- No credit for later cancellation

Advance reservation, from 3 days (72 hours) before the start of use *):

- Full credit if cancelled at least 10 days in advance
- 50% credit if cancelled 2–10 days in advance
- No credit for later cancellation

If a booking is made in error, it may be cancelled within 15 minutes, with the full amount credited to the user account. If a provisional booking is cancelled, the entire amount is credited to the user account at any time.

Cancellation before start of use *)		Credit to user account
Short-notice reservation (less than 72 hours before use)	Advance reservation (72 hours or more before use)	

On the same day	< 48 hours	0%
n/a	2–10 days	50%
Previous day or earlier	> 10 days	100%
Within 15 min after booking		100%
Provisional booking (any time)		100%

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

If visitor taxes are charged for the berth, these are fully credited to the user account if cancellation occurs before 5:00 p.m., regardless of when the reservation was made.

Cancellation credits are immediately shown in the app's user account and can be used to pay for further bookings. Written confirmation is sent by email after the end of the month. Credits remain available and do not expire.

Users wishing to have their internal credit refunded must request this by email from Boatpark. Refunds are normally made to the original payment method. Boatpark may retain up to 5% as an administration fee for refunds.

VII. Contacting businesses / enquiries through Boatpark

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

The enquiry feature integrated into Boatpark enables registered users to submit targeted enquiries about services offered by listed businesses (e.g. enquiries about a guest berth). Boatpark sends these enquiries only at the express request of a registered user and does not send systematic repeated enquiries.

Such enquiries are sent on behalf of the respective user to the business’s publicly available email address. They are exclusively individual, user-initiated enquiries concerning the business’s services and are not unsolicited advertising or marketing communications.

Before sending an enquiry, the user is informed and consents to Boatpark forwarding their stored personal and vessel details to the business concerned.

VIII. Misconduct, problems, disputes and damage

In disputes (e.g. exceeding the agreed occupancy period or damage to the Provider’s property caused by the Customer), Boatpark will use its best efforts to facilitate an appropriate agreement between the parties.

The Provider may have the Customer’s vehicle removed at the Customer's expense and risk by Boatpark (or by a third party commissioned by Boatpark) if the agreed period has been exceeded, if the vehicle is on a berth other than the one agreed, or if it is otherwise parked in breach of traffic rules.

The occupancy period is shown to the Customer via the Platform or booking confirmation. If a Customer repeatedly exceeds the agreed period, uses unavailable berths, damages property or otherwise behaves unreasonably towards other users, and Boatpark has supporting evidence, Boatpark may issue a warning. Boatpark also reserves the right to terminate the contract with the Customer at any time and exclude them from future use of the Platform. Other and further rights of users arising from breaches of contracts with one another, especially claims for damages, are reserved.

Mutual liability between users for indirect or consequential damages, including loss of profits, is excluded. The Provider warrants to the Customer and Boatpark that it is authorised to rent or broker the berths concerned and that they are suitable for the agreed purpose (in particular, mooring watercraft). Provider and Customer alone are responsible to one another for performance of their contractual relationship. Boatpark is not liable for damage to or theft of or from vehicles, berths or buildings. The same applies to other damage arising in connection with a contractual relationship.

IX. Data protection

Boatpark collects user data in the course of performing the contractual relationship and complies in particular with the Swiss Federal Act on Data Protection (FADP). Without users' consent, Boatpark collects, processes or uses account and usage data only insofar as necessary to perform the contract and to enable use of and billing for the services.

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

X. Warranty, technical faults and maintenance

Boatpark endeavours to keep the Platform (including its website) available and functioning correctly but does not guarantee this or the accuracy and completeness of information on the Platform, including the identity and other particulars of registered users. The Platform or parts of it may be temporarily unavailable or restricted due to maintenance or other reasons, without giving users any claims against Boatpark.

XI. Exclusion and limitation of liability

To the extent permitted by law, Boatpark's liability is limited to wilful misconduct, gross negligence and culpable breaches of material contractual duties. Material contractual duties are those whose breach endangers the purpose of the contract. In the event of slightly negligent breaches, Boatpark's liability is limited to damage foreseeable and typical for the type of service or brokerage it provides. This also applies to slightly negligent breaches by Boatpark's legal representatives or agents.

Boatpark is not liable for damage arising from contractual relationships concluded through the Platform, or for technical issues that cause offered berths to be displayed incorrectly, late or not at all or otherwise disrupt the contractual process. Liability for unforeseeable damage, indirect or consequential loss and lost profits (e.g. due to unavailability of the Platform) is excluded in all cases.

Boatpark is not liable for loss suffered by users or third parties as a result of acts of other users or third parties in connection with use or misuse of the Platform. These liability restrictions do not apply to Boatpark's liability for culpable injury to life, body or health.

XII. Indemnification / hold harmless

If a user breaches these provisions, statutory provisions or contracts entered into with another user in connection with the Platform, or if such a breach is alleged, the user shall indemnify Boatpark on first demand against all related claims by another user or third party.

Boatpark shall notify the indemnifying user of claims received within a reasonable period and permit that user to defend the claims. The user bears the costs, including reasonable legal representation costs of Boatpark.

XIII. Assignment of rights and obligations to third parties, subcontractors

Boatpark reserves the right to transfer its contract with the user and any or all rights and obligations under it to a third party or have them exercised or performed by third parties.

XIV. Severability

Should any provision of these Terms and Conditions be wholly or partly void and/or unenforceable, the validity and/or enforceability of the remaining provisions or parts thereof shall not be affected. Invalid or unenforceable provisions shall be replaced by legally effective provisions that most closely reflect their meaning and economic purpose. The same applies to any gaps in these provisions.

XV. Applicable law and jurisdiction

The contractual relationship governed by these Terms and Conditions between Boatpark and users is subject to Swiss law. The ordinary courts of Zurich have exclusive jurisdiction over disputes arising from or in connection with such relationships, unless mandatory legal provisions require jurisdiction elsewhere. Boatpark may also bring claims against users before the courts at their place of residence or registered office.