

General Terms of Use

(hereinafter: **GTU**)

You accept this GTU during the renting process on the Service Provider's Website.

You will rent the boats directly from the Boat Operators (as defined below), using the Website of the Service Provider. The Service Provider acts solely as an intermediary between You and the Boat Operator.

1. Name and contact details of the Service Provider:

Name: TS Boat Booking GmbH (hereinafter: the **Service Provider**)

Registered seat: Pfarrgasse 5 2/1,1230 Wien Austria

Tax Number: AT U75357409

Contact details of the Service Provider:

- postal address: Pfarrgasse 5 2/1,1230 Wien Austria
- telephone: +436760365
- electronic contact (e-mail address): info@boatbooking.at

(In the Privacy Policy, the Service Provider is mentioned as Controller).

2. Definitions

Website: The Service Provider's website, and its subdomains. If Service Provider develops a smart phone application concerning boat renting in the future, the smart phone application will also be regarded as „Website” concerning this GTU.

Client: Anyone who uses the Website, renting a boat, or making payment for the renting.

Client Account: renting a boat through the Service Provider's Website is possible without making a Client Account. However, Clients has the possibility during the rental process to make a client account. If the Client decides to make a client account, the Service Provider's system will store the Client's name, e-mail adress, telephone number and password for making easier the bookings the

Client will make in the future, so she/he doesn't have to type her/his data again in the Service Provider's Website.

Additional Guest: any extra person, who will accompany the Client on the boat during the rental period. Additional Guests does not take part in the renting process in the Website. The Client assumes full responsibility for the Additional Guests.

Boat Owner: Anyone who owns a boat.

Advertising Boat Owner: A Boat Owner whom the Service Provider has a contract to promote the Boat Owner's boat at the Website.

Charter: a legal person who either has own boats or contracted with Boat Owners to operate the renting of the Boat Owner's boats. Charters in this GTU means those Charters whom the Service Provider has a contract to promote the boats theyx are operating at the Website.

Boat Operators: the Advertising Boat Owners and Charters called collectively Boat Opertors in this GTU.

Listing: details, pictures of a boat promoted by a Boat Operator. Listings also conatin the avaiable time slots of the boat, and the possible Extra Services of the Boat Operator. Listings are made by the Operators.

Services: The Service Provider grants the possibility to browse, compare, inspect the details, pictures and available time slots of a boat. The Client can also rent (secure the boat for a certain time period) and pay the rental fee through the Website.

Additional Services: these services are provided by the Service Provider. These Services are available only for those Clients, who has a Client Account. For example: Clients with Client Account can mark boats as „favourite”, and if the Client booked a boat, then after the rental period, the Client can give a rating to the boat, and also can give detailed review about it.

Services and Extras: Services provided by the Boat Operators. These services are beyond of simple renting (for example: providing a captain, etc.)

Rental Agreement: The Agreement made between the Client and the Boat Operator through the Website.

Third-party Payment Service Provider: a legal person who is not Boat Operator. The Service Provider using the services of a Third-party Payment Service Provider to collect the rental fee from the Clients. The Service Provider chooses only Third-party Payment Service Providers who has licence for making payment services. The licence has to be issued by the country in which the Third-party Payment Service Provider has a registered seat, and that country has to be a member of the European Economic Area, or the United States of America, Great Britain, Japan, or South-Korea.

3. Eligibility

3.1. In order to access and use the Website or make a Client Account the Client must be at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country the Client is registered and able to enter into legally binding contracts.

4. Services

4.1. The Service Provider operates the Website. The Boat Operators can advertise their boats for rent, or other Extra Services (for example: securing a captain who will help the Client during her/his holiday, early check.in, surf desk, etc.).

The Client can make the rental of the boats via the Website, and also can use it for the payment of the rental fee.

4.2. By making a rental through the Website, **the Client enters into a direct (legally binding) contractual relationship with the Boat Operator at which the Client rents a boat.**

In order to rent a boat, the Client has to accept the Rental Agreement defined unilaterally by the Boat Operator. This is happening via giving the Client's consent in active form (for example: clicking on a box, etc.)

4.3. **The Service Provider acts solely as an intermediary between the Client and the Boat Operator.**

The Service Provider is not and does not become a party to or other participant in any contractual relationship between the Client and Boat Operators. The Service Provider is not a ship broker or insurer.

As an intermediary, the Service Provider transfer the details of the Client's rental to the relevant Boat Operator, as well as the Client's name, telephone number and e-mail adress.

As an intermediary, the Service Provider is also entitled to collect the rental fee via a Third-party Payment Service Provider.

The Service provider is NOT an organiser or retailer of travel packages under Directive (EU) 2015/2302. Boat Operators alone are responsible for their Listings.

4.4. Renting process:

In order to rent a boat,

- the Client has to select the boat,
- select (in case the Client wants any of them) the desired Extra Services,
- select the desired time period (which is still free in the Listing)
- provide the Client's name, telephone number and email adress (the Client must provide accurate, current and complete information during the renting process, otherwise the Rental Agreement won't be valid. The Client is responsible for the arrears of rental fees because of invalid Rental Agreements, or if she/he can't use the boat because of invalid/improper data provided during the rental process),
- accept this GTU
- accept the Privacy Policy
- accept the Rental Agreement, which is specific and different in case of every different Boat Operator.
- if all the above steps are taken, the Client must push the „book“ / „rent“ or similarly named button
- and finally, the Client has to pay the total rental fee (as described below) through the Third-party Payment Service Provider's Website.

4.5. The Service Provider is sending a confirmation email to Client after the securing and payment of the rental fee of the boat, which contains information about the Boat Operator (name and contact info), port, time to arrive, possible further rental installments, etc.

The Boat Operator may also send the Client an email about the confirmation of the time period concerned by the renting.

4.6. Boat Operators are obliged to constantly update the information about the availability of the boats, and register any time periods occupied outside of the Website, or without the Service Provider.

If the Client securing a time period and paying the rental fee for a boat, the Boat Operator is obliged to check the boat's availability at the given time period without any delay.

If the selected boat is already occupied at the given time period, than the Boat Operator is obliged to give one of the following alternatives:

- offer a similar or higher category boat for the same (or similar) time period,
- offer the same boat for a different time period,
- if none of the above possibilities are acceptable by the Client, the Boat Operator has to give back the rental fee to the Client.

4.7. If the Client rents a boat not just for herself/himself, but on behalf of Additional Guests as well, the Client is required to ensure that every Additional Guest meets any requirements set by the Boat Operator, and is made aware of and agrees to this GTU and the Rental Agreement and conditions, rules and restrictions set by the Boat Operator. If the Client is booking for an Additional Guest who is a minor, the Client has to represent and warrant that she/he is legally authorized to act on behalf of the minor.

The Client assumes full responsibility for the Additional Guests.

The number of Additional Guests is forbidden to exceed the maximum number of guests provided by the Boat Operator in the Listings. If the number of Additional Guests exceeds this maximum number, that could cause the boat overloaded, and could result in accidents, even in death. It is the utmost importance that the Client has to understand the above mentioned limit of the Additional Guests. Client is solely responsible for exceeding those maximum numbers provided in the Listings. It is prohibited to book any boats if the Client will not actually be using the boat herself / himself.

4.8. Client has to understand that a confirmed booking of a boat is a limited license granted by the Boat Operator to enter, occupy and use the boat for the duration of the Client's and Additional Guests's stay, during which time the Boat Operator (only where and to the extent permitted by applicable law) retains the right to check the boat, in accordance with the Rental Agreement.

The Client has to give back (and the Client and any Additional Guests has to leave the area of) the boat no later than the checkout time that the Boat Operator specifies in the Listing, Rental

Agreement or such other time as mutually agreed upon between the Client and the Boat Operator. If the Client does not give back the boat, or the client or any Additional Guest stay past the agreed upon checkout time without the Boat Operator's consent, the Boat Operator will be entitled to force the Client to give back to boat, or leave the boat, or take any legal steps in a manner consistent with applicable law.

4.9. The Client should carefully review the Listings, that she/he intends to book to ensure that she/he (and any Additional Guests) meet any minimum age, proficiency, fitness or other requirements which the Boat Operator has specified in their Listing.

The Client's responsibility to inform the Boat Operator of any medical or physical conditions, or other circumstances that may impact the Client's and any Additional Guest's ability to participate in the holiday with the boat. In addition, certain laws, like the minimum legal drinking age in the location of the boat, may also apply.

4.10. Before and during the holiday on the boat, the Client must at all times adhere to the Boat Operator's instructions.

4.11. Providing Extra Services (for example: securing a captain who will help the Client during her/his holiday, early check.in, surf desk, etc.) is in the solely discretion of the Boat Operator. Boat Operators are not obliged to provide any Extra Services. Extra Services, it will be shown in the Listings, as well as the relevant prices for those Extra Services.

5. Rental fee

5.1. The Service Provider is entitled to collect the rental fee in the name of the Boat Operators. The Service Provider is also entitled to collect the fees for the Extra Services in the Listings selected by the Client.

Listings show fees in EUR currency.

5.2. The rental fee and the fees for the selected Extra Services (including any applicable Value added taxes and all other taxes, unless stated differently; with the exception of tourism taxes) will be displayed to the Clients prior to booking in the Listings.

The Extra Services can be selected by an active doing (like clicking in a checkbox) from the side of the Client, and then the fees for the Extra Services will be added to the total fee meant to be paid at the end of the rental process.

5.3. Boat Operators are solely responsible for determining the amount and type of any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes. The Service Provider excludes its liability in case the Boat Operator did not specify all applicable taxes.

5.4. The amount of money serving the payment of taxes, which is collected by payment through the Website and the Third-party Payment Service Provider's website, is going to be sent to the Boat Operator. It is the Boat Operator's responsibility to pay the applicable taxes to the relevant tax authorities.

5.5. Boat Operators usually reserve the right to change the rental fee at any time. The Boat Operators are obliged to modify the Listings before they change the rental fee, or the fees for Extra Services, (therefore the change in the Listings precedes the changes becoming effective). Such fee changes will not affect any bookings made prior to the effective date of the fee change.

5.6. Obvious errors and mistakes (including misprints) in the Listings are not binding.

5.7. The Service Provider will not charge the Client for its Service.

5.8. Other type of fees can be seen in the Listings, for example tourism taxes, security deposits, etc., which are not collected by the Service Provider.

The Listing will be obvious about whether the Service Provider will collect a fee, or the fee will be paid at the port, or at another location.

5.9. Invoices: The Client and the Boat Operator are making a direct Rental Agreement. The invoices – according to these circumstances – will be issued by the Boat Operators, and it is their duty to send or hand over the invoices to the Clients.

5.10. Rounding

The Service Provider generally supports payment amounts that are payable from Clients or to Boat Operators to the smallest unit supported by the given currency (i.e. Euro cents). Where the third-

party payment services provider does not support payments in the smaller unit supported by a given currency, the Service Provider may, in its sole discretion, round up or round down the displayed amounts that are payable from Clients or to Boat Operators to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, thje Service Provider may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

6. Payment

6.1. The Client has to pay the rental fee through the Website.

6.2. At the end of the renting process, the Client will be redirected from the Website to a Third-party Payment Service Provider's website in order to pay the boat's rent. The Client has to follow the instructions of the Third-party Payment Service Provider's website. Payment is safely processed from the Client's credit/debit card or bank account to the bank account of the Boat Operator through the Third-party Payment Service Provider.

6.3. The Third-party Payment Service Provider will offer to pay the total sum of the rent (including the rental fee itself, the fees for the selected Extra Services, any applicable Value added taxes and all other taxes, unless stated differently; with the exception of tourism taxes).

6.4. Payment in details: For certain bookings, Clients may be required to pay or have the option to pay in multiple installments. The Boat Operators can unilaterally decide about providing this opportunity or not.

If the rental fee can be paid in installments, then the first installment will be payed through the Website, using the Third-party Payment Service Provider, and the later installment(s) are to be paid according to the Rental Agreement or the Listing.

6.5. After the payment, the Client is going to be directed back to the Website. If the payment was succesfull, the Website will show a message about the end of the renting process. If the payment was unsuccessfull, the Website will offer the possibility of payment again.

If the payment was not succwesfull, the renting of the boat will not be valid, and someone else will be able to book the boat for the same period, (unless the original Client finishes succesfully the payment before another Client).

6.6. Please check the rental details thoroughly for the payment conditions prior to making your rental. The Service Provider is excluding its liability if the Client pays the rental fee of a boat without thorough examination of the rental conditions.

6.7. Payment is possible by any means of electronic transfer (credit card, wire transfer, etc.). Client acknowledges that the booking will be valid only if the whole rental fee is paid.

7. Damage to boats

7.1. The Client (and any Additional Guest, who accompanies the Client) is responsible for leaving the boat (including any personal or other property located in it) in the condition it was in when the Client has arrived. The Client is responsible for her/his own acts and omissions and are also responsible for the acts and omissions of any individuals (Additional Guests, etc.) whom you invite to, or otherwise provide access to rented the boat.

7.2. If a Boat Operator claims and provides evidence that the Client or any Additional Guest, or any person who was invited to the boat by the Client or the Additional Guest have culpably damaged the boat or any personal or other property on the boat ("Damage Claim"), the Boat Operator can seek payment from the Client.

7.3. Detailed rules of the Client's responsibility for damages of the boat are always regulated by the Rental Agreement.

8. Booking Modifications, Cancellations and Refunds

8.1 Clients are responsible for any modifications to a booking, and agree to pay any additional fees and/or taxes associated with such booking modifications. The fees are determined unilaterally by the Boat Operators. If a Client wants to modify the booking, she/he can discuss the details directly and only with the Boat Operator; the Service Provider is not part of the discussion, since the Service Provider is only acting as an intermediary.

8.2. The Clients can cancel a confirmed booking only according to the conditions of the Rental Agreement, which are decided unilaterally by the Boat Operator. The possibility of giving a refund, or the amount of the possible refund is also regulated by the Rental Agreement. If a Client wants to

cancel the booking, she/he can discuss the details directly and only with the Boat Operator; the Service Provider is not part of the discussion, since the Service Provider is only acting as an intermediary.

If the Client is entitled to any refund in case he/she cancels the booking, the Boat Operator is going to pay the refund.

8.3. If a Boat Operator cancels a confirmed booking, the Client will receive a full refund of the total fees for such booking. In some instances, the Service Provider may allow the Client to apply the refund to a new booking, in which case the Service Provider regard the original total fee for the cancelled booking as a compensation to the total fee of the new booking.

If weather poses a safety risk to Clients, Boat Operators may cancel the booking. Boat Operators may also cancel the booking if other conditions exist that would prevent the Boat Operator from offering the booking safely.

8.4. The Service Provider excludes its responsibility if a Client or an Additional Guest or any person invited to the boat by them suffers injury or became sick because of any improper circumstances regarding the boat or the Boat Operator. Any possible refund, or the amount of the possible refund is regulated by the Rental Agreement.

9. Client accounts

9.1. Renting a boat through the Website is possible without making a Client Account. However, Clients has the possibility during the rental process to make a client account. If the Client decides to make a client account, the Service Provider's system will store the Client's name, e-mail adress, telephone number and password for making easier the bookings the Client will make in the future, so she/he doesn't have to type her/his data again in the Service Provider's Website.

If you are registering a Client Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity.

9.2. Clients with Client Accounts have access to Additional Services provided by the Service Provider. For example: a Client can mark boats as „favourite”, and if the Client booked a boat, than after the rental period, the Client can give a rating to the boat, and also can give detailed review about it.

Additional Services are provided only for Clients with Client Accounts.

9.3. The Client is responsible for maintaining the confidentiality and security of her/his own Client Account and may not disclose her / his credentials to any third party. The Client is liable for any and all activities conducted through her / his Client Account, unless such activities are not authorized by her / him.

9.4. Ratings and reviews

As it was mentioned above, within a certain timeframe after completing a booking, Clients can leave a public review and submit a star rating about each the boats and Boat Operators. Ratings or reviews reflect the opinions of individual Clients and do not reflect the opinion of the Service Provider. Ratings and reviews are not verified by Service Provider for accuracy and may be incorrect or misleading.

However, the Clients (and the Boat Operators) have to observe the following rules:

- a) ratings and reviews must be accurate.
- b) Clients and Boat Operators are prohibited from manipulating the ratings and reviews system in any manner, such as instructing a third party to write a positive or negative review about a boat or Boat Operator. The Client will be solely responsible for any misleading review and may be a subject of legal steps taken by a Boat Operator. A Boat Operator manipulating the ratings and review system in favour of itself may face correction steps taken by the Service Provider.
- c) the reviews must be related to the boat and the Boat Operator, it cannot deviate to another topic
- d) the reviews shall not contain any offensive or defamatory language
- e) it is forbidden to make hateful remarks about other people's gender, religion, ethnicity, physique, sexuality, etc.
- f) it is forbidden to post illegal things or promote hate speech.
- g) posting or linking to violent images, text or video is prohibited. (including if the content shows that someone is being beaten, tortured, killed), and the same is forbidden in connection with pornography, sex pictures, sex videos, animated pornography

- h) it is forbidden to provide other people's personal data in comments. It is forbidden to give confidential information about others that could be misused by anyone.
- i) it is not recommended to provide the Client with confidential information about himself / herself, or, for example, his / her own password, e-mail address, etc. Enter. If the Client does so, the Service Provider shall not be liable for any damages incurred as a result of it.
- j) it is forbidden to put a misleading link or image to a viral page.
- k) it is forbidden to mimic any other personality. (for example: choose another person's name if that Client is not that particular person)
- l) advertising is not permitted for the promotion of any product or service, including other websites.

The Service Provider has no general obligation to monitor the reviews nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or edit any reviews, in order to

- operate, secure and improve the security of the Website;
- ensure Client's compliance with this GTU;
- comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body;
- respond to Client's reviews that it determines is harmful or objectionable; or
- as otherwise set forth in this GTU.

In case of violation of these rules, the Service Provider reserves the right to delete the given reviews, in case of extreme or repeated violation to revoke the Client's comment, suspend the relevant Client Account. (It does not mean that simply a negative review can lead to the erasure of the review or the suspension of the Client Account).

About the intellectual property rights of the reviews, please read the relevant clause.

9.5. Clients can delete, or request the Service Provider to delete their Client Accounts any time without a reason to do so.

9.4. The Service Provider may immediately, without notice, delete the Client Account or stop providing access to the Additional Services if

- the Client have materially breached her / his obligations under this GTU, (for example, but not limited to obligations mentioned in the ratings and reviews clause, or violating the regulations mentioned in „prohibited activities” clause),
- the Client has violated applicable laws, regulations or third party rights, or

- such action is necessary to protect the personal safety or property of the Service Provider, its Clients, or third parties.

When the Client Account has been deleted because of the above mentioned reasons, the Client won't be not entitled to a restoration of her / his Client Account. The Client may not register a new Client Account or access and use the Additional Services through another Client.

10. Intellectual Property Rights

10.1. The Website may in its entirety or in part be protected by copyright, trademark, and/or other laws. The Website, including all associated intellectual property rights, are the exclusive property of the Service Provider and/or authorizing third-parties. It is forbidden to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Website are used for identification purposes only and may be the property of their respective owners. It is forbidden to use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Website except to the extent expressly permitted in this GTU. No licenses or rights are granted to the Client by implication or otherwise under any intellectual property rights owned or controlled by the Service Provider, except for the licenses and rights expressly granted in this GTU. It is forbidden to use, display, mirror or frame the Website, or any individual element within it, any trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the website, without the Service Provider's express written consent;

The contents of the Website are intended solely for personal and non-commercial use.

10.2. It is forbidden to dilute, tarnish or otherwise harm the Service Provider's brand in any way, including through unauthorized use of the content of the Website, registering and/or using the Service Provider's or the Website's name in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to the Service Provider's or the Website's domains, trademarks, taglines, promotional campaigns;

10.3. Uploading a review of a certain boat or Boat Operator does not result with the Client's intellectual property right on that review. The ratings and reviews are public, and the Service provider has the right to publish or make it available worldwide and royalty-free.

11. Prohibited activities

11.1. Clients are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to the Client's use of the Website or the Services, or the rented boat. In connection with the Client's use of the Website / Services / rented boat, the Client shall not and shall not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or this GTU;
- using a rented boat for any kind of illegal activity, either by the Client, or by any third person with the Client's knowledge;
- use the Website or the Service provider's „personality” for any commercial or other purposes that are not expressly permitted by the Service Provider or in a manner that falsely implies Service Provider endorsement, partnership or otherwise misleads others as to the Client's or any other person's affiliation with Service Provider;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Client, contained on the Website in any way that is inconsistent with the Service Provider's Privacy Policy or this GTU or that otherwise violates the privacy rights of Client or third parties;
- use the Website in connection with the distribution of unsolicited commercial messages ("spam");
- book any boats if the Client will not actually be using the boat herself / himself; (Additional Guests are permitted, but if the Client herself / himself won't use the boat, that results in an invalid Rental Agreement and the Client will be fully responsible for the consequences)
- contact another Client for any purpose other than asking a question related to the Client's own booking, including, but not limited to, recruiting or otherwise soliciting any Clients to join third-party services, applications or websites;
- use the Website to request, make a booking independent of the Website, to circumvent the Service Provider;

- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Website for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by the Service Provider or any of its providers or any other third party to protect the Website;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Website.

11.2. In case of the above mentioned prohibited activities, the Service Provider may take any of the following measures

- refuse to surface, delete any ratings and reviews;
- cancel any pending or confirmed bookings, (Clients done prohibited activities will not be entitled to any compensation for pending or confirmed bookings);
- limit the Client's access to use of the Website; or delete the Client Account as described in the „Client Account” clause;
- turn to a court, law enforcement or other administrative agency or governmental body.

12. Disclaimer

12.1. The information shown in the Website is based on the information provided by the Boat Operators. As such, the Boat Operators are given access to an on-line system through which they are fully responsible for updating the rental price, availability and other information which is displayed on the Website. Although the Service Provider will use reasonable resources in performing the Services, the Service Provider will not verify if, and cannot guarantee that, all information is accurate, complete or correct. The Service Provider cannot be held responsible for any errors (including typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of the Website or otherwise), inaccurate, misleading or untrue information or nondelivery of information. Each Boat Operator remains solely responsible at all times for the accuracy, completeness and correctness of the information (including the rental price and availability) displayed on the Website.

While the Service Provider may check the reliability of the Boat Operators, and the availability of the boats for certain time periods, the Service Provider has no control over and does not guarantee

- the quality, safety, suitability, or legality of any Listings or Boat Operators
- the truth or accuracy of any Listing descriptions, ratings, reviews,
- the performance or conduct of any Boat Operators or third party.

The Service Provider excludes its liability for the content of the Listings, (including but not limited to details of the boat, the port, the fees, the applicable taxes, other important circumstances, etc.)

Any references to a Boat Operator being "verified" (or similar language) only indicate that the Boat Operator has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by the Service Provider about any Boat Operator, including of its background or whether it is trustworthy, safe or suitable.

Clients should always exercise due diligence and care.

12.2. Problems with the boat's availability during the rental period are to be handled according to the provisions mentioned in the „Services” clause of this GTU.

12.3. Any disputes between the Client and the Boat Operator, including, but not limited to

- the condition of the rented boat, or
- the Extra Services, or
- other activities of the Boat Operator, or
- the damages of the boat or any items on it, caused by the Client or Additional Guests, or any person invited to the boat by them,
- using the rented boat for illegal activities,
- modification or cancellation of the renting by the Client
- modification or cancellation of the renting by the Boat Operator,
- etc.

shall be resolved between the Client and the Boat Operator.

12.4. As above mentioned, the Service Provider excludes its responsibility if a Client or an Additional Guest, or any person invited to the boat by them suffers injury or became sick because of any improper circumstances regarding the boat or the Boat Operator.

12.5. The Service Provider excludes its liability if the Client uses the Services on behalf of another person, or with the data of another person, including the provision of false data during renting process, payment of fees, or making a Client Account.

The Service Provider excludes its liability if the Client provides her / his data inaccurately and – as a result of this - the Rental Agreement won't be valid, or other problems will occur The Client is

responsible for the arrears of rental fees because of invalid Rental Agreements, or if she/he can't use the boat because of invalid/improper data provided during the rental process.

12.6. The Service Provider also excludes its liability in the event that the Client does not notify it or the Boat Operator of any change in her / his data. The Service Provider shall not be liable for any damage or error resulting from the change of the registered data by the Client.

12.7. The Service Provider shall not be liable for the resulting damage if the Client forgets her / his password or becomes accessible to an unauthorized person for any reason (not attributable to the Service Provider).

12.8. The Website may include hyperlinks, banners and advertisements, etc. content pointing to a third-party website. The Service Provider does not have jurisdiction over third party websites, therefore the Service Provider is not responsible for the content of the third-party website.

12.9. The Service Provider does not guarantee that the Website operates without interruption, or it is free from all errors and that - without the Service Provider's knowledge - it is not used by third parties for illegal purposes. At the same time, the Service Provider tries to remedy the temporary unavailability of the Website in the shortest possible time. The Service Provider is not responsible for outages or disruptions of the internet and telecommunications infrastructure which are beyond the Service Provider's control and can lead to interruptions in the availability of the Website. The Service Provider may improve, enhance and modify the Website and introduce new services from time to time.

12.10. The Service Provider shall not be liable for any damage or loss of profit on the side of the Client incurred directly or indirectly during the use of the Services and as a result of such use. The Service Provider strives and takes all reasonable precautions to protect its own system from damage and illegal use.

13. Dispute resolution, consumer rights and arbitration rules

In this clause, consumer means any natural person acting for purposes which are outside his trade, business or profession.

13.1. The consumer rights concerning cancellation, liability or warranty regarding the boats and the renting can be settled directly with the Boat Operators, since the Client and the Boat Operator has a direct contractual relationship.

The Service Provider advises the Clients to contact directly the Boat Operators in case of request concerning consumer rights.

If the Client contact the Service Provider regarding her / his consumer rights, the Service provider will forward the request to the Boat Operator; however, the Service Provider is not entitled to answer the request or arrange any reparation in the name of the Boat Operator.

13.2. If the Client has any complaint about the Service Provider's Services, she / he can contact the Service Provider in its availabilities mentioned in this GTU or the Website.

The Service Provider will provide an answer within two weeks.

The Service Provider will keep the data of the complaint according to the applicable legal regulations.

13.3. The Client, who qualifies as a consumer, can turn to the competent consumer protection authorities. This clause will show information of consumer protection authorities regarding the Service Provider.

13.3.1. In case of Austrian natural persons, we advise the Clients to contact the Bundesministerium für Soziales, Gesundheit, Pflege und Konsumentenschutz (BMSGPK)

Seat and postal adress: Stubenring 1, 1010 Wien, Austria

Tel.: +43/1/711 00-862501, 862504 oder 862548

Electronic message: <https://konsumentenfragen.at/footer/Kontaktformular.html>

We also advise Austrian natural persons to contact the regionally relevant authorities. In order to find the regionally relevant authority, please check:

https://konsumentenfragen.at/konsumentenfragen/Wichtige_Ansprechpartner_innen/Konsumentenschutz_in_den_Bundeslaendern/Konsumentenschutzangelegenheiten_im_Bereich_der_Laender.html

In case of Austrian natural persons, we also advise to check <https://www.konsumentenfragen.at/> and <https://www.sozialministerium.at/en/Topics/Consumer-Protection.html>

13.3.2. In case of **non**-Austrian natural persons, who are citizens of the European Union, we advise the Clients to contact the European Consumer Centre of Austria:

Seat and postal address: 1060 Wien, Mariahilfer Straße 81, Austria

Telephone: +43 (0) 1 588770

Fax: +43 (0) 1 5887771

e-mail: info@europakonsument.at

web: www.europakonsument.at

(It is a precondition of the intervention of the European Consumer Centre of Austria, that the Client has verifiably tried to contact the Service Provider at least once in order to reach a solution, and since two weeks or longer, the Service Provider didn't give the Client a relevant or positive answer or didn't response at all.)

13.4. Alternative dispute resolution

The Client who qualifies as a consumer, is entitled to ask the process of an alternative dispute resolution body. This clause will show information of alternative dispute resolution bodies regarding the Service Provider.

13.4.1. Austrian Agency for Passenger Rights (apf) [Agentur für Passagier- und Fahrgastrechte (apf)]

This is the arbitration body for rail, bus, ship and air transport

Address: Linke Wienzeile 4/1/6, A-1060 Vienna

Tel: +43 1 5050 707 700

Fax: +43 1 5050 707 180

Web: <http://www.apf.gv.at/en/agency-for-passenger-rights.html>

<https://www.apf.gv.at/en/passenger-complaints4.html>

<https://www.apf.gv.at/files/apf-EN-Homepage/SHIP/apf-complaint-form-ship-en.pdf>

13.4.2. In the event of an intra-EU but cross-border consumer dispute related to an online contract, the Client qualifying as a consumer may also use a common EU interface for the settlement of an intra-EU cross-border dispute related to an online purchase.

To do this, you must register on the online platform at <https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show>, fill in an application and then send it electronically via the platform.

13.4.3. The Service Provider also advises the Clients to check <https://europakonsument.at> and <https://europakonsument.at/en/content/alternative-dispute-resolution> .

13.4.4. Non-European Union Clients:

The Service provider and the Client can select a arbitration body. Arbitrators must be neutral and no party may unilaterally select an arbitrator; arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party; parties retain the right to seek relief in small claims court for certain claims, at their option.

13.5. Right to an effective judicial remedy

The Client has the right to an effective judicial remedy where she / he consider that her / his rights have been infringed.

It is regulated in the „Applicable law and jurisdiction” clause.

14. Applicable law and jurisdiction

14.1. This GTU is governed by and construed in accordance with Austrian law. If the Client acting as a consumer and if mandatory statutory consumer protection regulations in her / his country of residence contain provisions that are more beneficial for the Client.

14.2. In case the Client qualifies as a consumer, the Client may bring any judicial proceedings relating to this GTU before the competent court of your place of residence or the competent court of the Service Provider’s place of business in Austria.

The competent court regarding the Service Provider:

Oberlandesgericht Wien

Telefon: +43 1 52152 0

Fax: +43 1 52152 3690

Adress: 1011 Wien, Schmerlingplatz 11, Postfach 26, Austria

If the Client is acting as a legal person, the Client is submitted to the exclusive jurisdiction of the Austrian courts.

15. Modification of this GTU

15.1. The Service Provider reserves the right to modify this GTU at any time in accordance with this provision. If the Service Provider make changes to this GTU, it will post the revised GTU on the Website and update the “Last Updated” date at the top of this GTU.

16. General provisions

16.1. If any provision of this GTU is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

16.2. The Service Provider’s failure to enforce any right or provision in this GTU will not constitute a waiver of such right or provision. Except as expressly set forth in this GTU, the exercise by either party of any of its remedies under this GTU will be without prejudice to its other remedies under this GTU or otherwise permitted under law.