

General Terms and Conditions of Use

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Boatneed Terms of Service

Definitions

“Booking” means each discrete *Booking* of a *Listing* that is made by a *Guest* offered by a particular *Charter* posted on the *Website*.

“Master Onboard” is a person authorized to use the rented boat and ship any person on the boat under his responsibility and under the joint responsibility of the renter. It guarantees the safety of boaters while navigating;

“User”: includes indifferently charters and renters, as well as any person regularly registered on the web Platform.

“Service” means the service provided by the company to connect users and allow rental of boats.

“Bareboat Rental” is a rental of a Boat supported by a written agreement whereby the Boat Owner transfers “the incidents of ownership” including but not limited to full possession, control and use of the Boat to Renter and Renter is responsible for all aspects of the Boat during the Rental including manning, provisioning and otherwise.

“Boat(s)” means any nautical vessel offered for Rental on the Site (sailboats, motorboats, barges, catamarans, etc.

“Business days” are days when banks are open in Switzerland

“Content” means text, graphics, images, music, software, audio, video, information and any other content or materials.

“Renter” any natural person or legal entity booking a Boat for Rental

“Charter” is an individual of lawful age and of full capacity to contract or a properly represented lawful entity which is the lawful and beneficial owner of the Boats, or duly authorized by the lawful and beneficial owner of these, or a person who has obtained an exclusive unconditional right for the using and posting the *Listings* on the *Website* for *Booking* by a *renter*.

“Listing” means boats, sailboats, catamarans, motorboats, yachts, and any other kind of sea or lake or river vessels of a particular *Charter* which is being posted on the *Website* for reservation by *Guests*. Additional services which are linked to (i.e. cleaning, skipper etc.) the *Listings* may also be included and are specified in each of the *Listings* by the *Charter*.

“Member” includes indifferently charters and renters, as well as any person regularly registered on the web Platform.

“Service Fee” fees collected by Boatneed in respect of the achievement of the present networking service The amount of this commission may vary, according to the contractual agreements between Boatneed and Charters.

“Terms and Conditions”(GTCU) are all the terms and conditions included in this agreement along with any subsequent amendments as may take place at the full discretion of the *Service Provider* and which can be seen at their latest version at <http://www.boatneed.com>

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

You agree that by clicking “Register”, participating in the Referral Program (defined below), registering, accessing, or using our Services (described below), you are agreeing to enter into a legally binding contract with SoftDev S.à.r.l. operating as Boatneed, (hereafter referred to as “Boatneed”, “we”, “us”, or “our”). If you do not agree that these Terms of Service (“Terms”) form a contract with you, or should you not wish to agree to these Terms, do not click “Register” and do not access or otherwise use any of the Services. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Services. Failure to use the Services in accordance with these Terms may subject you to civil and / or criminal penalties

You agree to comply with and be legally bound by these Terms, whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and all Content (defined below). These Terms constitute a binding legal agreement between you and Boatneed.

Boatneed provides an online platform that connects Charters who have Boats (as defined below) to rent with Renters seeking to rent such Boats, which platform is accessible at <http://www.Boatneed.com> and any other websites through which Boatneed makes the platform available (collectively, the “Site”) with any other websites, applications, features, software or services provided, owned, or operated by Boatneed that link to these Terms are, collectively, the “Services”.

Your use of our Services is also subject to our Privacy Policy. Other services offered by Boatneed may be subject to separate terms.

YOU UNDERSTAND AND AGREE THAT BOATNEED IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN CHARTERS AND RENTERS, NOR IS BOATNEED A BOAT BROKER, AGENT OR INSURER. BOATNEED HAS NO

CONTROL OVER THE CONDUCT OF CHARTERS, RENTERS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY BOATS, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

When using or opening an account with Boatneed on behalf of a company, entity, or organization, you represent and warrant that you: (i) are an authorized representative of that entity with the authority to bind that organization to these Terms and grant the licenses set forth; and (ii) agree to these Terms on behalf of such entity.

Purpose of the service

The Services can be used to facilitate the listing and booking of Boats. Such Boats are included in Listings on the Services by Charters. You may view Listings as an unregistered visitor to the Services; however, if you wish to book a Boat or create a Listing, you must first register to create a Boatneed Account (defined below). As stated above, Boatneed makes available a platform or marketplace with related technology for Renters and Charters to meet online and arrange for bookings of Boats. Boatneed is not a Charter or operator of Boats, nor is it a provider of Boats, and Boatneed does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control the Boats, or transportation or travel services. Boatneed's responsibilities are limited to: (i) facilitating the availability of the Services and (ii) serving as the limited agent of each Charter for the sole purpose of accepting payments from Renters on behalf of the Charters.

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF BOATS. BOATNEED CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND/OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY BOATS. BOATNEED IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND BOATS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE RENTER'S AND CHARTER'S OWN RISK.

Legal Age of Users

The Services are intended solely for persons who are 18 or older. Any access to or use of the Services by anyone under 18 is expressly prohibited. By accessing or using the Services you represent and warrant that you are 18 years old or older.

Registration (Creating an Account)

The inscription on the Platform must be done directly on the Website <http://www.boatneed.com>; The use of the Service offered by the Company on the Platform is subject to the creation of a personal account. The form posted

on the Website must be completed to allow the opening of a personal account and the access to Membership of the Boatneed community. In order to ensure the confidentiality of data stored on his/her account, Users are required to choose a password when creating the said account. **The account is strictly personal and confidential. The Company cannot be held responsible for unauthorized access to the account of one of its Members.** The Company reserves the right to accept or reject any application if it does not comply with the present Terms of Use, or even if it turns out that it affects the global interest of the community of Users. Any rejection of a membership application will be notified by e-mail. Any Member has the right to terminate his membership to the Boatneed Service, by confirming his deregistration to the address cm@boatneed.com; **Users agree to provide sincere and accurate information during the registration or participation in the services of the Website. They are committed to regularly update this information. Each User is solely responsible for the provided information. Boatneed having no vocation to control the sincerity of the information entered or uploaded by the Members of the Website, all Users waive any responsibility of Boatneed or of the Company regarding any wrong or falsified information provided by other Users.** Unless prior written approval is provided by the Company, the Member incurs a suspension or deletion of his account or his access all services associated with it, if he creates or use multiple accounts, be it under its own identity or under that of a third party.

You may not have more than one (1) active Boatneed Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Boatneed reserves the right to suspend or terminate your Boatneed Account and your access to the Services if you create more than one (1) Boatneed Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Boatneed Account, whether or not you have authorized such activities or actions. You will immediately notify Boatneed of any unauthorized use of your Boatneed Account.

Unless expressly permitted in writing by Boatneed, you may not sell, rent, or lease your Boatneed Account to anyone else.

Access/availability

To be able to use their accounts, Users must have an e-mail address and a mobile phone number valid throughout the use of the Service.

Listings

As a Member, you may create Listings. You will be asked a variety of questions about the Boat to be listed, including, but not limited to, at least one photo of the Boat and specify: - the characteristics and location of the Boat, - the yachting qualifications required for its use in the event of a Rental or if the presence of a sailing professional is required, - the dates the Boat is available, - the daily Charter Price chosen according to the availability dates, - the amount due per hour or per day if there is a delay in returning the Boat, - the amount of any security deposit required for the Boat Rental, - any additional costs (bedding, cleaning), - the conditions for cancelling the Rental. With Rentals, the Charter Price is freely set by the Charter. It includes the Boatneed commission. Professional Charters guarantee that the Charter Price is at most equal to the public price displayed in any other platform or publication or on their own websites. In the Listing published on the Site, Boatneed will display the Rental Price corresponding to the total price to be paid by Renters, which includes (i) the Charter Price, (ii) if applicable, the additional costs expressly referred to in the Listing. This price includes all taxes and excludes fuel costs, unless otherwise specified in the Listing. In connection with the Rental, Users understand, acknowledge and accept that only the Boat is covered by the Rental Agreement, excluding the mooring reserved by the Charter for the Boat in the home port. However, Renters have the right to use this mooring free of charge for the Boat throughout the Rental Agreement if this possibility is explicitly specified in the Listing.

You acknowledge and agree that Listings will be made publicly available via the Services. Other Members will be able to book your Boat via the Services based upon the information provided in your Listing. You understand and agree that once a Renter requests a booking of your Boat, the price for such booking may not be altered.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the booking of, or Renter use of, a Boat in a Listing you post (i) will not breach any agreements you have entered into with any third parties and (ii) will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Boat included in a Listing you post, including, but not limited to, insurance requirements, coast guard regulations, zoning laws, marina regulations, and laws governing rentals and operation of Boats and (b) not conflict with the rights of third parties. Please note that Boatneed assumes no responsibility for a Charter's compliance with any applicable laws, rules and regulations. Boatneed reserves the right, at any time and without prior notice, but without obligation to do so, to remove or disable access to any Listing for any reason, including Listings that Boatneed, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services.

You understand and agree that Boatneed does not act as an insurer or as a contracting agent for you as a Charter. If a Renter requests a booking of your Boat and uses your Boat, any agreement you enter into with such Renter is between you and the Renter and Boatneed is not a party thereto. Notwithstanding the foregoing,

Boatneed serves as the limited authorized payment agent of the Charter for the sole purpose of accepting payments from Renters on behalf of the Charter and is responsible for transmitting such payments to the Charter.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a booking of your Boat, including, but not limited to, requiring Members to have a profile picture or verified phone number, in order to book your Boat. Any Member wishing to book Boats included in Listings with such requirements must meet these requirements; however, as noted below, we do not attempt to confirm or verify such information.

If you are a Charter, Boatneed makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm for booking your Boat. You acknowledge and agree that, as a Charter, you are responsible for your own acts and omissions.

No Endorsement

Boatneed does not endorse any Members or Boats. Although these Terms require Members to provide accurate information, we do not attempt to confirm, and do not confirm, any Member's purported identity or other information provided by such Member. You are responsible for determining the identity and suitability of others who you contact via the Services. Except as provided by the Boatneed Terms, we will not be responsible for any damage or harm resulting from your interactions with other Members.

By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Boatneed with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by a Charter against Boatneed regarding the remittance of payments received from a Renter by Boatneed on behalf of a Charter, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

Bookings and Financial Terms

If you are a Charter and a booking is requested for your Boat via the Services, you may be required to either confirm or reject the booking within 24 hours of when the booking is requested (as determined by Boatneed in its sole discretion) or the booking request may be automatically canceled. When a booking is requested via the Services, we will share with you (i) the first and last name of the Renter who has requested the booking, and, (ii) a link to the Renter's Boatneed Account profile

page, so that you can view such information before confirming or rejecting the booking. If you are unable to confirm or decide to reject a booking of a Boat within such 24 hour period, any amounts collected by Boatneed for the requested booking may be refunded to the applicable Renter's credit card and any pre-authorization of such credit card will be released. When you confirm a booking requested by a Renter, Boatneed will send you an email, text message or message via the Services confirming such booking, depending on the selections you make via the Services.

Users undertake to use this information only in connection with the Rental arrangement, and not to enter into direct contact in the future in view of concluding a Rental contract. On the Start date, the Charter and the Renter undertake to carry out an inventory before use in the presence of both parties, and to sign a Rental contract together. On the date the Rental agreement ends, the Charter and the Renter undertake to carry out an inventory after use in the presence of both parties. If the Renter does not show up at the time scheduled for returning the Boat, the Renter must pay the Charter the late penalty indicated in the Listing.

The fees displayed in each Listing are comprised of the Boat Fees and the Service Fees. Where applicable, Taxes may be charged in addition to the Service Fees and Boat Fees. The Boat Fees, the Service Fees and applicable Taxes are collectively referred to in these Terms as the "Total Fees". The amounts due and payable by a Renter solely relating to a Charter's Boat which are actually collected by Boatneed are the Boat Fees. Please note that it is the Charter, and not Boatneed which determines the Boat Fees. The Boat Fees may include cleaning fees and / or pre-paid fuel charges, at the Charter's discretion.

The Renter is liable for all fuel expenses during the term of a Bareboat Rental. To the extent that a Charter seeks reimbursement for fuel expenses incurred by the Renter directly from the Renter, a receipt must be presented. Without a receipt the Charter will be unable to obtain reimbursement. This is true if the reimbursement is processed through Boatneed or directly between the Renter and Charter.

Boatneed charges a fee to Renters based upon a percentage of the Boat Fees; this charge is referred to as the "Service Fees". The Service Fee is added to the Boat Fees to calculate the Total Fees (which will also include applicable Taxes) displayed in the applicable Listing. Boatneed will collect the Total Fees at the time of booking confirmation (i.e. when the Charter confirms the booking within 24 hours of the booking request) and will initiate payment of the Boat Fees (less Boatneed's Service Fees) to the Charter two business days, provided Boatneed has the accurate account information, after the Renter arrives at the applicable Boat (except to the extent that a refund is due to the Renter).

Failure to charge any of the fees or other indulgences shall not constitute a waiver of the right to exercise the same in the event another fee should become due at any other time.

Should a Renter not respond to an inquiry (such as regarding a fuel expense), Boatneed may accept and process charges for damages, late fees, or fuel on behalf

of that Renter. If a Charter does not respond, Boatneed may process refunds or cancellations on behalf of that Charter.

You also agree that if Boatneed is unable to collect a debt that is due within 30 (thirty) days, it may resort to a third party recovery service for the amount owed. In the event a third party recovery service is used, you agree that Boatneed may pursue an action against you for the original amount owed, plus any commissions or expenses (including attorneys' fees) related to pursuing said amount.

Exclusivity with Boatneed

As a Charter, you agree to use the Service to communicate and facilitate a rental with a Renter. You agree not to take any action directly or indirectly to circumvent the Service Fee Policy. If you do so, you agree that Boatneed may charge you a fee up to 1,000 CHF per booking, in addition to the Service Fees otherwise owed to Boatneed. Boatneed may collect the fee from future bookings or otherwise.

Insurance

It is the Renter's responsibility to review the insurance for their rental. Please review any insurance policy carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of, or relating to Renters or any hired Captains (and the individuals the Renter invites to the rental, if applicable) while on the Boat.

Appointment of Boatneed as Limited Payment Agent for Charter

Each Charter hereby appoints Boatneed as the Charter's limited agent solely for the purpose of collecting payments made by Renters on behalf of the Charter. Each Charter agrees that payment of Boat Fees made by a Renter to Boatneed shall be considered the same as a payment made directly to the Charter and the Charter will make the Boat available to Renter in the agreed upon manner as if the Charter has received the Boat Fees. Each Charter agrees that Boatneed may, in accordance with the cancellation policy selected by the Charter and reflected in the relevant Listing, (i) permit the Renter to cancel the booking and (ii) refund to the Renter that portion of the Boat Fees specified in the applicable cancellation policy. In accepting appointment as the limited authorized payment agent of the Charter, Boatneed assumes no liability for any acts or omissions of the Charter.

From time to time, we may become aware of users attempting to conduct a transaction that would involve an unauthorized payment method or a fraudulent payment method. Ideally, we hope to be able to assist users in avoiding such

transactions, but we assume no liability or responsibility to either do so or to inform users of any such actual or suspected activity.

You are immediately responsible to Boatneed for all credit card disputes, refunds, reversals, or fines regardless of the reason or timing. In many but not all cases, you may have the ability to challenge such actions by submitting evidence to cm@boatneed.com . We may request additional information to provide to Financial Services Providers to assist you in contesting the charge, but we cannot guarantee that your challenge will be successful. Financial Services Providers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, a Financial Services Provider may credit funds associated with the charge that is the subject of the dispute (or a portion thereof).

Please keep in mind that you are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Boatneed does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate Renter but is a fraudster, you will be responsible for any resulting costs, including credit card disputes, even if the Rental has been rendered. Even if we work with you to assist you or law enforcement in recovering lost funds, Boatneed is not liable to you, or responsible for your financial losses or any other consequences of such fraud.

Bookings and Financial Terms for Renters

The Charter, not Boatneed, are solely responsible for honoring any confirmed bookings and making available any Boats reserved through the Services. If you, as a Renter, choose to enter into a transaction with a Charter for the booking of a Boat, you agree and understand that you will be required to enter into an agreement with the Charter and you agree to accept any terms, conditions, rules and restrictions associated with such Boat imposed by the Charter. You acknowledge and agree that you, and not Boatneed, will be responsible for performing the obligations of any such agreements, that Boatneed is not a party to such agreements, and that, with the exception of its obligations hereunder to pay Boat Fees to the applicable Charter, Boatneed disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Boatneed is not a party to the agreement between you and the Charter, Boatneed acts as the Charter's limited payment agent for the limited purpose of accepting payments from you on behalf of the Charter. Upon your payment of amounts to Boatneed which are due to the Charter, your payment obligation to the Charter for such amounts is extinguished, and Boatneed is responsible for remitting such amounts, less Boatneed's Service Fees, to the Charter. In the event that Boatneed does not remit any such amounts to a Charter, such Charter will have recourse for such amounts only against Boatneed.

Listings for Boats will specify the Total Fees. As noted above, the Charter is required to either confirm or reject the booking within 24 hours of when the booking is requested (as determined by Boatneed in its sole discretion) or the requested booking may be automatically canceled. If a requested booking is canceled (i.e. not confirmed by the applicable Charter), any amounts collected by Boatneed will be refunded to such Renter, depending on the selections the Renter makes via the Services, and any pre-authorization of such Renter's credit card will be released, if applicable.

You agree to pay Boatneed for the Total Fees for any booking requested in connection with your Boatneed Account if such requested bookings are confirmed by the applicable Charter. In order to establish a booking pending the applicable Charter's confirmation of your requested booking, you understand and agree that Boatneed, on behalf of the Charter, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, not to exceed one Swiss Frank (1CHF) to verify your credit card. Once Boatneed receives confirmation of your booking from the applicable Charter, Boatneed will collect the Total Fees in accordance with these Terms and the pricing terms set forth in the applicable Listing. Please note that Boatneed cannot control any fees that may be charged to a Renter by his or her bank related to Boatneed's collection of the Total Fees, and Boatneed disclaims all liability in this regard.

In connection with your requested booking, you will be asked to provide billing information such as name, billing address and credit card information either to Boatneed or its third party payment processor. You agree to pay Boatneed for any confirmed bookings made in connection with your Boatneed Account in accordance with these Terms by one of the methods described on the Service – e.g. by PayPal or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by Boatneed or indirectly, via a third party online payment processor or by one of the payment methods described on the Services. You also authorize Boatneed to charge your credit card for Security Deposits, if applicable. If you are directed to Boatneed's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is complete you will receive a confirmation email summarizing your confirmed booking.

Security Deposits

The Charter may require a security deposit for the Rental of the Boat. The amount of this deposit is indicated in the Listing. Boatneed will, in its capacity as the payment agent of the Charter, use its commercially reasonable efforts to obtain a pre-authorization of the Renter's credit card in the amount the Charter determines for the Security Deposit within a reasonable time prior to the Renter's check-in at the applicable Charter's Boat. Boatneed will also use its commercially reasonable

efforts to address Charter's requests and claims related to Security Deposits, but Boatneed is not responsible for administering or accepting any claims by Charter related to Security Deposits, and disclaims any and all liability in this regard.

Charters are entitled to require the Renter to provide a security deposit in the form of a cheque, card imprint or debit to their credit or bank card for the amount indicated in the Listing. Boatneed can under no circumstances be held liable if there are insufficient funds in the Renter's bank account when the security deposit is deducted from this account, or if there is a disagreement between the Charter and the Renter as to whether the security deposit is payable. Users understand and accept that Boatneed cannot be required to act as mediator or arbitrator in the event of a dispute of any kind between Users. Within forty-eight (48) hours of the end of the Rental contract, Charter may request Boatneed to pay them the security deposit if they notice any damage to their Boat not indicated in the document of the inventory taken after use. This request must be made directly from the site and accompanied by the Rental Contract signed by each of the parties to the contract, the signed inventories before and after use of the Boat, and photos or videos of the damage or any other proof. It is specified that bank charges pertaining to the collection and payment of all or part of the security deposit will be borne by the Charter and deducted from the amount paid. Boatneed undertakes to pay the amount of the security deposit required by the Charter within a reasonable time after receiving the email claiming this payment. Any disputes between the Charter and the Renter, in particular regarding the existence and/or imputability of the damage and/or the amount of compensation, must be submitted to the competent courts.

If a Charter does not respond to the questions related to a Security Deposit capture within 7 days of the rental date, the damages will be considered resolved. As a result, the Renter's Security Deposit will be refunded and the Charter will no longer have any rights to the funds.

Renters are always responsible for having a card on file with sufficient funds available to cover the Security Deposit and any applicable deductible. Boatneed reserves the right to cancel the booking if the Security Deposit was not captured within 24 hours of the rental. If a booking has concluded and the Security Deposit was not captured, Boatneed reserves the right to charge any/all payment methods in order to secure the necessary funds.

Service Fees

Access, registration and use of the Platform are free.

The *Charter* approves that in the case of a conclusion of a *Booking* with a *Guest* by using the *Website* and *Services*, then, in consideration of the use of the *Website* and the *Services*, the *Service Fee* is payable, exclusive of any applicable VAT and related taxes which may be charged in addition to that, and regarding of which the *Service Provider* may issue or be required to issue to a *Charter* a valid VAT or related tax or other invoice (or the *Service Provider* may issue to each *Charter* at

each *Charters* reasonable request). The *Service Fee* is based on a percentage of 15% (unless otherwise agreed) of the *Full Booking Fee* of each *Booking* that you post for each *Listing* that you may list and post on the *Website*. The fee is subtracted from the first disbursement to you as a *Charter* and it excludes expenses such as bank transfer fees, credit cards transaction fees, VAT, and other taxes if applicable. The service provider is not liable in any way for any violations of rights of intellectual property committed by any users of the platform.

Captains

Bareboat Rentals: Where a Renter elects to hire a captain to meet the minimum manning requirements for a Boat during a Bareboat Rental the following applies:

1. Renter is free to select any captain who meets the minimum manning qualifications established by the Charter for the rental. This includes any captain made available through the Services or any captain not listed on the site that the Renter chooses, subject to confirmation and qualification of that captain by underwriters.
2. Boat Captain Service Agreement. The hiring of a captain by a Renter is subject to the terms and conditions of the Boat Captain Service Agreement between the Renter and the Renter's chosen captain.
 - I. No Endorsement. In order to promote safety and a great experience Boatneed may provide a list of available captains whom have been preapproved by underwriters and which may be available to be hired by the Renter whether required by the Charter or requested by the Renter. **Boatneed cannot and does not control the content contained in any listings or offerings by captains nor the condition, legality, suitability, insurability or qualifications of any captains.** Boatneed never approves or endorses any captain. Boatneed requires captains to submit evidence of their qualifications at the time of initial sign up but does not and is not responsible to ensure that a captain's credentials remain current at the time of any particular Rental. Ensuring that a captain is currently credentialed and properly qualified for a particular Boat or rental is the sole responsibility of the Renter.
 - II. Captains Are Strictly Retained by Renter. Renter agrees that they alone will be the employer of any captain selected and / or hired by Renter and that said captain will be so notified by Renter and agree that they are not the employee or borrowed servant of the Charter or Boatneed and will make no claims of any kind against Charter or Boatneed on the basis of any alleged employment relationship
 - III. Renter is solely responsible for obtaining / confirming the proper insurance coverage for any paid operator /Captain hired by the Renter.
 - IV. Captain's Fee. Captains are responsible to set the net amount they wish to charge for their Services. Renter's are responsible for payment of the captain's fee. In the event of a Rental being canceled by Charter, the policy as set forth in the Boat Captain Service Agreement will control.

Damage to Boats

As a Renter, you are responsible for leaving the Boat in the condition it was in at delivery, fair wear and tear excepted. You acknowledge and agree that, as a Renter, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite to, or otherwise provide access to the Boat. In the event that following the conclusion of a rental, a Boat Charter claims that the Boat has been damaged during the rental and provides evidence of damage, including but not limited to, photographs, or other evidence you agree to pay the cost of repairing the damage or replacing the damaged items with equivalent items. After being notified of the claim and given forty eight (48) hours to respond, the payment will be charged to and taken from the credit card on file in your Boatneed Account. Boatneed also reserves the right to charge the credit card on file in your Boatneed Account, or otherwise collect payment from you and pursue any avenues available to Boatneed in this regard, including using Security Deposits, in situations in which you have been determined, in Boatneed's sole discretion, to have damaged the Boat, including, but not limited to, in relation to any payment requests made by Boat Charter, and in relation to any payments made by Boatneed to Boat Charters. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the Boat to the applicable Boat Charter or to Boatneed (if applicable).

Both Renter and Boat Charter agree to cooperate with and assist Boatneed in good faith, and to provide Boatneed with such information and take such actions as may be reasonably requested by Boatneed, in connection with any complaints or claims made by Members relating to Boats or any personal or other property located at a Boat or with respect to any investigation undertaken by Boatneed or a representative of Boatneed regarding use or abuse of the Site, Application or the Services. If you are a Renter, upon Boatneed's reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with a Boat Charter, at no cost to you, which process will be conducted by Boatneed or a third party selected by Boatneed, with respect to losses for which the Boat Charter is requesting payment from Boatneed under these terms. When an insurance claim is filed the Renter's Security Deposit will be captured and if applicable used to cover the insurance deductible.

Cancellations and Refunds

Cancellation of bookings Users must notify Boatneed of any cancellations in advance in writing via their User accounts according to the cancellation procedure described on the Site. A cancellation only becomes effective after Boatneed has sent an e-mail notifying the cancellation.

Cancellations due to Charters may not request the cancellation of Rental agreements they have accepted, except in cases of force majeure. If a Charter cancels a booking for serious personal reasons accepted by Boatneed, Boatneed will endeavour to offer the Renter another equivalent Boat for the period concerned. In the event that no alternative solution is found the following will apply.

After two abusive or unjustified cancellations, Boatneed reserves the right to delete an Charter's User account. The Boatneed's Service fee will therefore be invoiced to the Charter. The amount due in this respect will be automatically deducted by Boatneed forthwith from the next transaction carried out by the Charter via the Site and the Service. However, if Charters request to cancel bookings because Renters are unable to provide evidence of the diplomas or qualifications indicated in their yachting CVs, these cancellations will be considered justified. Renters may under no circumstances demand reimbursement of the Total Fee. Charters will receive the Boat Fee minus the Service Fee.

Cancellations due to Private Charters. If no alternative solution is found or if Charter requests to cancel a booking is justified by Renters' obviously insufficient yachting skills, observed in real conditions by Charter on the Start date (excluding Renters' inability to provide evidence of their diplomas or qualifications), this cancellation will also be considered valid. The Renter will be fully refunded the Boat Fee (total Fee minus the Service Fee within fifteen (15) days by bank transfer. The Private Charter will not therefore receive the Boat Fee minus the service Fee.

Cancellations due to Professional Charters If no alternative solution is found or if Charter requests to cancel a booking is justified by Renters' obviously insufficient yachting skills, observed in real conditions by Charter on the Start date (excluding Renters' inability to provide evidence of their diplomas or qualifications), this cancellation will also be considered valid. Renters understand and accept that they may only request reimbursement of the Boat Fee (Total Fee minus Service Fee) directly from the Professional Charter, without ever being able to incur Boatneed's liability in this respect. In this case, the Professional Charter undertakes to reimburse the Boat Fee to the Renter.

Cancellations due to Renters. Renters may cancel booking according to the cancellation conditions defined by the Charter and indicated in the Listing. Boatneed undertakes to reimburse the Renter for the Total Fee according to the applicable cancellation conditions, after deduction of the Service Fee, within a maximum period of fifteen (15) days. In the event of a rental with a Professional Charter, the latter's cancellation conditions apply, as indicated in the Boat Listing.

If the Boat does not match the Listing and this has been published by a Private Charter, Renters should notify Boatneed before the Rental starts, providing all supporting documents. Renters should decide whether or not they wish to cancel the Rental agreement. If they decide to maintain the Rental agreement, they may under no circumstances request reimbursement of the Total Fee for any reason in respect of this booking. If they decide to cancel the Rental agreement, Boatneed agrees, on a commercial basis, and without this allowing the User to incur Boatneed's liability in any way, to refund Renters in full for the Total Fee by bank transfer, within fifteen (15) days of the cancellation. If the Listing has been published by a Professional Charter, Renters understand and accept that they may only request reimbursement of the Total Fee minus Service Fee, directly from the

Professional Charter, without ever being able to incur Boatneed's liability in this respect.

In some cases, Boatneed may have to cancel a booking (termination of collaboration with an Charter, non-fulfilment of Users' obligations, etc.) Boatneed will then do its utmost to offer an equivalent alternative to the Renter. If this is impossible, the Renter will be fully reimbursed for the sums paid without being able to incur Boatneed's liability in this respect.

Compliance with Laws

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Services and Content.

User Conduct

In connection with your use of our Services, you may not and you agree that you will not:

- ⇒ use manual or automated software, devices, scripts, robots, other means or processes to access, scrape, crawl or spider any web pages or other services contained in the Services or Content, copy, store or otherwise access any information contained on the Services or Content for purposes not expressly permitted by these Terms;
- ⇒ use the Services for any commercial or other purposes that are not expressly permitted by these Terms;
- ⇒ Falsely imply that Boatneed endorses you, is a partner, or otherwise misleads others as to your affiliation with Boatneed;
- ⇒ infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- ⇒ interfere with or damage our Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- ⇒ use our Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit or account numbers;
- ⇒ use our Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to the rental of boats;
- ⇒ stalk or harass any other user of our Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Boatneed Renter or Charter;

- ⇒ offer, as a Charter, any Boats that you do not yourself own or have permission to rent
- ⇒ offer, as a Charter, any Boat that may not be rented pursuant to the terms and conditions of an agreement with a third party;
- ⇒ register for more than one Boatneed Account or register for a Boatneed Account on behalf of an individual other than yourself;
- ⇒ contact a Charter for any purpose other than asking a question related to a booking such Charter's Boats or Listings;
- ⇒ contact a Renter for any purpose other than asking a question related to a booking or such Renter's use of the Site, Application and Services;
- ⇒ when acting as a Renter or otherwise, recruit or otherwise solicit any Charter or other Member to join third party services or websites that are competitive to Boatneed, without Boatneed's prior written approval;
- ⇒ impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- ⇒ use automated scripts to collect information or otherwise interact with the Services;
- ⇒ use the Services to find a Charter or Renter and then complete a booking of a Boat transaction independent of the Services in order to circumvent the obligation to pay any Service Fees related to Boatneed's provision of the Services;
- ⇒ as a Charter, submit any Listing with a false or misleading price information, or submit any Listing with a price that you do not intend to honor;
- ⇒ post, upload, publish, submit or transmit any Content that, in Boatneed's sole judgment: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- ⇒ systematically retrieve data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- ⇒ use, display, mirror or frame the Services, or any individual element within the Services, Boatneed's name, any Boatneed trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Boatneed's express written consent;
- ⇒ access, tamper with, or use non-public areas of the Services, Boatneed's computer systems, or the technical delivery systems of Boatneed's providers;
- ⇒ attempt to probe, scan, or test the vulnerability of any Boatneed system or network or breach any security or authentication measures;

- ⇒ avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Boatneed or any of Boatneed's providers or any other third party (including another user) to protect the Services or Collective Content;
- ⇒ forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Collective Content to send altered, deceptive or false source-identifying information;
- ⇒ attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Collective Content; or
- ⇒ advocate, encourage, or assist any third party in doing any of the foregoing.
- ⇒ Boatneed will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Boatneed may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Boatneed has no obligation to monitor your access to or use of the Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Boatneed reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Boatneed, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services.

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Unless otherwise agreed to in a written agreement between you and Boatneed that was signed by an authorized representative of Boatneed, if you submit, transmit, display, perform, post or store Member Content using the Services, you grant Boatneed and its sublicensees an unrestricted, worldwide, perpetual, irrevocable, fully sub-licenseable, nonexclusive, and royalty-free right to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Member Content (including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof)) in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such Member Content.

Member Content Representations

You are solely responsible for your Member Content and the consequences of posting or publishing it. By uploading and publishing your Member Content, you represent, and warrant that: (1) you are the creator and owner of the Member Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) your Member Content does not and will not (a) infringe, violate, or misappropriate any third-party right or (b) defame any other person; and (3) your Member Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code. Boatneed reserves all rights and remedies against any Members who breach these representations and warranties.

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This Website may comprise links to other Internet sites. The Service Provider is not liable for the disposability of such sites and does not support and is not responsible or liable for any content, products or other materials available on any such sites. Links to external web sites do not express an endorsement by the Service Provider of those sites or the sponsors of such sites or the content, advertising, products or other materials posted on these sites. The Service Provider reserves the right to delete any link or linking program at any time. The Service Provider does not draft, edit, or supervise these unofficial pages or links. You further approve and acknowledge that the Service Provider shall not be liable, directly or indirectly, for any damage or loss produced or alleged to be caused by using or in connection with the usage of or reliance on any information, services available on or through this Website. If you want to access any of the third party sites linked to this site, it is entirely at your own risk.

Termination or Suspension of Boatneed Account

Users acknowledge that Boatneed is entitled to suspend access to the Service or terminate its contractual relationship with Users, or to delete any User account forthwith, by e-mail and without further formality for any reason, and in particular: - in the event of non-compliant or illegal use of the Service, in particular in the event of payment problems (including suspicions of money laundering), - in the event of non-compliance with the GTCU, - in the event of cancellation of more than two bookings, except in cases of force majeure, - in the event of particularly negative reviews by other Users or the Boat's non-compliance with the Listing, - in the event of interruption of operation of the Site and/or the Service by Boatneed. Users therefore undertake not to create new User accounts for themselves. User may terminate their User accounts at any time by sending an email to cm@boatneed.com. However, they undertake to maintain and carry out current or accepted bookings. Please note that if your Boatneed Account is terminated or suspended, we do not have an obligation to delete or return to you any Content you have posted to the Services, including, but not limited to, any reviews or Feedback.

Disclaimers

If you choose to use the services, you do so at your sole risk. You acknowledge and agree that Boatneed does not have an obligation to conduct background checks on any member, including, but not limited to, Renters and Charters, but may conduct such background checks in its sole discretion. The services, collective content is provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, Boatneed explicitly disclaims any warranties of merchantability, fitness for a particular purpose, or non-infringement, and any warranties arising out of course of dealing or usage of trade. Boatneed makes no warranty that the services, collective content, including, but not limited to, the listings or any boats, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Boatneed makes no warranty regarding the quality of any listings, boats, the services or collective content or the accuracy,

timeliness, truthfulness, completeness or reliability of any collective content obtained through the services.

No advice or information, whether oral or written, obtained from Boatneed or through the services or collective content, will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with other users of the services and with other persons with whom you communicate or interact as a result of your use of the services, including, but not limited to, any Charters or Renters. you understand that Boatneed does not make any attempt to verify the statements of users of the site, application or services or to review or inspect any boats. Boatneed makes no representations or warranties as to the conduct of users of the site, application or services or their compatibility with any current or future Users of the site, application or services. You agree to take reasonable precautions in all communications and interactions with other Users of the site, application or services and with other persons with whom you communicate or interact as a result of your use of the site, application or services, including, but not limited to, Renters and Charters, particularly if you decide to meet offline or in person regardless of whether such meetings are organized by Boatneed.

You authorize Boatneed, directly or through third parties such as cognito, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud. This may include asking you to provide a form of government identification (e.g. driver's license or passport), your date of birth, and other information requiring you to take steps to confirm ownership of your email address, payment methods or payout methods; or attempting to screen your information against third party databases. Boatneed reserves the right to close, suspend, or limit access to the payment services in the event we are unable to obtain or verify any of this information.

Notwithstanding Boatneed's appointment as the limited agent of the Charters for the purpose of accepting payments from Renters on behalf of the Charters, Boatneed explicitly disclaims all liability for any act or omission of any Renter or other third party.

Liability

Limitation of liability: Boatneed reiterates that it is not a party to the Rental contracts concluded between Users, nor to the Boat-Manager contracts concluded between Charters and concierges. In the event of a claim, Users may under no circumstances engage Boatneed's liability. Boatneed is not responsible for managing delays or managing any disputes between Users. Nor is Boatneed responsible for any shortfall in Renters' bank accounts or for any disagreement between Charters and Renters regarding the payment of security deposits to Charters. Subject to the liability exclusions stipulated in these GTCU, it is agreed

that in any event and whatever the grounds, the liability that Boatneed may incur in any capacity in connection with the Site or Service may not, except in the event of gross negligence or fraud, exceed the total amount invoiced by Boatneed to the User for the Rental agreement behind the event giving rise to Boatneed's liability. Under no circumstances may Boatneed be held liable for any damage of an indirect nature, even if Boatneed has been informed of the possibility of such damage. Users acknowledge that the pricing conditions of the Service are based on these limitations and exclusions, without which Boatneed would not have contracted.

Exclusions of liability: In addition to the cases provided for in these GTCU, Boatneed's liability is excluded in the following cases: - non-compliant or unlawful use of the Site and/or the Service by the User, - unavailability of the Site and/or the Service, - fraudulent intrusion by a third party into the Site and/or the Service, - non-conformity of the state of the Boat with the Listing, - non-compliance with administrative and health formalities by the User. In addition, Boatneed cannot be held liable as regards Users' compliance with their social and tax obligations according to their status and/or any obligation to advise Users in this respect.

Indemnification

The Charter and/or the Renter shall defend, indemnify and hold harmless the Service Provider and their content providers and their respective shareholders, employees, agents, affiliates, successors, officers, and assigns, from any claims, suits, losses, demands, liabilities, costs and expenses (including accounting and attorney fees) that they may suffer or incur occurring from

- the usage (either as a Charter or Renter) of the software obtainable at or downloaded from this Website,
- the failure (either as a Charter or Renter) to follow with any applicable laws and regulations or to receive any licenses or approvals from the responsible government agencies essential to provide or to be provided with any services,
- the usage (either as a Charter or Renter) of the content obtainable on this Website in any way against these Terms and Conditions
- the breach (either as a Charter or Renter) of any warranties, representations or obligations described in these Terms and Conditions,
- the sale, disposition, purchase, transportation, delivery, utilization or of any of the Service Provider's services, or download related with this Website or obtainable through other sites, or any loss incur by or harm to any person or property in any way associating to or caused in whole or in part by your usage of this Website or any service, or download related with this Website (this includes, without limitation, any personal injuries or death of any third person caused in whole or in part by these services, the usage, storage, transportation, delivery, handling or release thereof),

- any charges allocable to the relating to any service, or download associated with this Website, and
- the breach or violation of the copyright law, especially in the usage of pictures, photos, drawings, logos, graphics, icons, texts or images uploaded on the Website.

The contractor (customer) acknowledges and agrees that in the case of default, the creditor accruing dunning and collection costs, if they are necessary for appropriate legal action to replace, in which he obliged the special, max to replace the remuneration of the switched-collection agency.

Reporting Misconduct

If you interact with another user of the Services who you feel is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Boatneed by contacting us with your police station and report number via email.

Agreement

These Terms constitute the entire and exclusive understanding and agreement between Boatneed and you regarding the Services, Content, and any bookings or Listings of Boats made via the Services. The Terms of Use constitute the entire conditions of use of the Service and the Platform. Any other document relating to the use of the Website or the Boatneed Service which has not been published by the Company is not enforceable against the Company.

Modifications of GTCU

Any modifications or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Boatneed (i) via email (in each case to the address that you provide) or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Applicable Laws and Jurisdiction

These terms are governed and subject to Swiss law.

No claims can be considered by Boatneed in the absence of a Contract signed between the Renter and the Charter. Any claims should be sent to Boatneed within

24 hours of the Boat's occupation at: cm@boatneed.com. Boatneed is not a party to contracts between Renter and Charters; its role is limited to assisting both parties in finalising an amicable agreement.

The Company and Users agree to submit any dispute or dispute relating to the application and interpretation of the present General Terms of Use to the Court of the domicile or Head Office of the defendant.

Force Majeure

The Service Provider will not be responsible or liable for any changes caused by natural disasters, threats of war, weather conditions, industrial or labour disputes or any equal event(s) beyond our control.

General

The failure of Boatneed to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Boatneed. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.