

GENERAL TERM AND CONDITION IS.BOAT.COM

These General Terms and Conditions of Use (the “**General Terms and Conditions**”), together with any applicable Additional Terms (see Section 1.2 (Additional Terms) below) (collectively referred to as the “**Terms**”), govern your access to and use of our website, customer support, discussion forums or other interactive areas or services, and services such as advertising (collectively, the “**Services**”) and the software we embed in those Services, and all applications, including mobile applications, Sample Files, and Content Files (as defined in see below), scripts, instruction sets and related documentation (collectively, the “**Software**”).

By using our platform, you confirm that you are already at least 18 years old; you have the legal authority to enter into a binding legal obligation. IS Boat s.r.o. reserves the right to refuse access to this platform and to the services we offer.

This site, its content and infrastructure of this site and the online boat inquiry service provided through the platform (the "Service") are owned, operated and provided by IS Boat s.r.o. and are provided for your personal, business use under the conditions set out below.

DEFINITION

The is.boat.com service is an advertising service operated by IS Boat s.r.o., which is operated and available at the Internet address (URL): www.is.boat.com. The is.boat.com service allows you to implement advertisements displayed in the isboat.com search.

Advertisement means an individual advertisement in the form of a text advertisement and other supported formats entered into the service isboat.com.

Boat management means entering individual data and information (e.g. boat documents, expense and income management, reservations, defects and services) and other supported formats entered into the service is.boat.com.

The operator of the isboat.com service is the company IS Boat s.r.o., with its registered office in Prague 2 - Londýnská 575/48, postal code: 120 00, company identification number: 03693210, entered in the Commercial Register kept by the Municipal Court in Prague, dept. C insert 236540 (hereinafter referred to as "Operator").

A service provider (e.g., boat owners, central agents, charter companies) may advertise their boats and charter services and continue to use software services for their boat management. They are professionals in a contractual relationship with IS Boat s.r.o. A Provider or Agency which, for the purposes of using the isboat.com service for its clients, sets up its user account with the Operator on the is.boat.com website (hereinafter referred to as "is.boat.com")).

Users, visitors to the platform, who can make a non-binding request to the service provider.

1. YOUR CONTACT WITH IS BOAT

1.1 You enter into a contractual relationship with IS Boat s.r.o. and the Terms and Conditions are governed by the laws of the Czech Republic.

1.2 Additional Terms. Our Services and Software are licensed to you, not sold, and may be subject to some of the additional terms set forth below (the "Additional Terms"). In the event of any conflict between the General Terms and the Additional Terms, these Additional Terms applicable to the Service or Software shall prevail. Additional Terms may be changed as described in Section 1.6 (Updating Terms) below.

1.3 Business users. If you have obtained an “Authorization” (which is defined as a right to access and “use” the Software and Services) from an organization or group, including but not limited to the Enterprise or any other commercial entity, government entity, non-profit organization or educational institution (all referred to as as a “Company”) under one of the IS-BOAT business tariffs, then you are (A) a “Corporate User” of such Company; (B) your IS-BOAT profile associated with such

Entitlement is a "Company Profile" and (C) any reference to "you" in these Terms will mean this Company. If you are a Company User, you agree that by obtaining Authorization from such Company (1), IS Boat may provide that Company with the ability to access, use, remove, retain and control your Company Profile and all of its Content, regardless of whether it is uploaded or imported into the profile before or after the date of the last update of these Terms; (2) your use of the Services and Software is governed by such business agreement with IS-BOAT; and (3) IS Boat may provide your personal information to such Company. If you are a Corporate User with Permissions from multiple Companies, you may have a separate Company Profile associated with each Company. As a Business User, you may have various agreements, including or not including obligations to the Business, that may affect your Company profile or Content. IS Boat is not responsible for any breach of these agreements or obligations by you. If you have not obtained Authorization from the Company, then (a) you are a "Personal User"; (b) your profile is.boat.com is a personal profile; (c) you maintain exclusive access to and control over all Content in your personal account or personal profile (unless stated otherwise in the Privacy Policy); and (d) all references to "you" in these Terms and Conditions will mean you as an individual. If you have obtained the Authorization through a personal tariff and from the Company, then you are a personal and at the same time a corporate user. You are a Personal User when you use the Authorizations you have acquired through your Personal Tariff and you are a Business User when you use the Authorizations provided by the Company.

1.4 Business Email Domains. As a Personal User or Business User, you can create an is.boat.com account using an email address provided or assigned by the Company (for example, your business email address). If the Company has a direct relationship with us, it may wish to add your account to that relationship. If this happens, the Company may link your account to the Company account upon prior notice. This means that the Company may (A) gain access to the account; (B) take control of the Account and any Content, whether stored, uploaded or imported, before or after the date of the last update of these Terms; and (C) recommend that any Non-Company Content associated with this Account be transferred to a new account that uses an email address that is not associated with such Company. You, as an individual or as a Business User, also acknowledge that IS-BOAT may provide your Personal Information to such a Company, such as your name or email address. If you do not want the Company to access, use, remove, retain, or review an account or profile, do not use a business email address for that account.

1.5 Ownership. You (as a Company or an individual, as applicable) retain all rights and ownership of your Content. We do not claim any ownership rights to your Content.

1.6 Update Conditions. IS Boat may change the Terms and Conditions at any time and, if it does so, will notify you by changing the date at the top of the Terms and Conditions and in some cases may provide you with additional notice. You should review the conditions regularly. Unless otherwise stated, the amended Terms and Conditions will take effect immediately and your continued use of our Services and Software will confirm your agreement to such changes. If you do not agree to the amended Terms and Conditions, you must stop using our Services and Software.

2. SERVICES PROVIDED

2.1 Through the platform we provide (isboat.com and is.boat.com platforms) an online platform through which all types of boat operators such as boat owners, central agents, charter companies can manage their boats, advertise their boats for charter, and through which visitors to the platform can make a non-binding request. By making a rental with the help of isboat.com, you enter into a direct (legally binding) contractual relationship with the boat provider from whom you rent the boat. From the moment the user makes a non-binding request, he deals directly with the boat owner, who bears all responsibility for the service offered.

2.2 When offering services, the information we show is based on information provided by boat providers. Boat providers have access to an online system, thanks to which they are fully responsible for updating the rental price, availability and other information that is displayed on our platform. Although we will use reasonable resources to perform our services, we will not verify that all information is and is not a guarantee that all information is accurate, complete or correct, nor will we be liable for any errors (including typographical errors) or any interruption of any (temporary or partial) failure, repair, upgrade or maintenance of our platform or other, inaccurate, misleading or

false information or non-delivery of information. Each boat provider is always responsible for the accuracy, completeness and accuracy of the information (including price and rental availability) displayed on our platform.

2.3 Our services are only available for personal and non-commercial purposes. Therefore, you do not have the right to use, copy, sell, display or reproduce any content or information, products or services available on our platform for any commercial or competitive activity.

2.4 Clicking on some links on the isboat.com Portal may leave the isboat.com Portal and redirect you to third party websites.

2.5 Is.boat.com reserves the right to restrict or terminate the User's access to the Portal is.boat.com. at any time.

3. USE OF THE SERVICES AND SOFTWARE

3.1 License. If you comply with these Terms and applicable laws, you may access and use the Services and Software that IS Boat s.r.o. makes available to and for which you obtain a license from the company. Your license (s) will expire when the credits run out. The version of the Services and Software available at the date of license renewal may differ from the version (s) available at the first registration of the license (s) from IS Boat s.r.o. You agree that your decision to use or purchase the Software or Services is not conditional on the provision of any future functionality or features, nor does it depend on any oral or written public comments we make in relation to future functionalities or features.

3.2 Intellectual Property of IS Boat. We (and our licensors) remain the sole owner of all rights, claims and interests in the Services and Software. Unless otherwise stated in these Terms, we do not grant you any patent, copyright, trade secret or trademark rights or other rights in relation to the items contained in the Services or Software. We reserve all rights not granted under these Terms.

3.3 Storage. If the Services provide storage and this feature is enabled by the relevant Services, we recommend that you regularly back up your Content to another location. We may apply reasonable technical restrictions, such as file size, storage space, processing capacity, and other technical restrictions. If you exceed the limit associated with your account, we may suspend the Service until the situation is corrected.

3.4 Sample files. "Sample Files" are audio, visual, video, or other content files provided by IS Boat for use in tutorials, demonstrations, and other testing purposes that may be referred to as sample files. The sample files cannot be used for any purpose other than that for which they are provided. You must not distribute the Sample Files in any manner that allows a third party to use, download, extract, or access the Sample Files as separate files, and you may not claim any rights to those Sample Files.

3.5 Content Files. "Content Files" means the data sources of IS Boat provided as part of the Services and Software. Unless otherwise stated in the documentation or specific licenses (including, but not limited to, the Additional Terms), we grant you a personal, non-exclusive, non-publishable, and non-transferable license for your end use of the Content Files (i.e. within your derived application or product) or their derivatives ("End Use"). You can edit content files before inserting them into end-use services or products. You may reproduce and distribute the Content Files only in connection with their end use, but under no circumstances may you distribute these files separately, except for their end use.

3.6 Free Memberships, Offers and Trials. IS Boat may, at its sole discretion, offer free memberships, offers and trial memberships. If you are provided with access to the Services or Software free of charge or to try it out, such access is governed by these Terms. IS Boat may terminate free or trial access at any time prior to or during the free or trial period at its sole discretion, without notice and without incurring any obligation to you, to the extent permitted by applicable law and for any reason, including preventing the misuse of free or trial access. After the period of free or trial access, you may continue to use the Services or Software only by registering a paid subscription, if available, or otherwise authorized by IS Boat. During the free or trial period,

the Services and Software are not covered by any express or implied warranties, all Services and Software are provided "as is", with all defects, and no technical or other support is provided.

3.7 NFR version. IS-BOAT may also designate the Services or Software as a "trial", "evaluation version" or "not for sale" or other similar designation ("NFR Version"). You may install and use the NFR version only during the period and for the purposes specified when the NFR version was provided. You must not use any material created with the NFR version for any commercial purposes.

3.8 Other Types of Licenses.

(A) Preliminary or Beta Version. We may refer to the Services or Software or a feature of the Services or Software as a preliminary version or beta version ("Beta Version"). The beta version is not the final product and may contain errors that may lead to system failure or other failure and consequent data loss. IS Boat may choose not to release a commercial beta version. If IS Boat so requests, you must immediately stop using the beta version and destroy all copies. In exchange for your use of the Beta Version, you agree that IS Boat may collect data regarding your use of the Beta Version in order to improve our products and customize your experience, whether or not you have opted out of non-beta data collection. versions or not. If you do not want your use to be monitored, you must stop using the Beta version by uninstalling it or using the Services or Software in other version than the beta version. These provisions supersede any separate agreement that we enter into and that the Beta version will follow.

3.9 Third Party Services and Software. The Services and Software may include third party services and software and you are responsible for complying with all applicable terms and conditions set by third parties. There are certain third party terms and conditions that may apply to your use of the Services and Software. Access to third party services and software is provided for practical reasons only and IS Boat assumes no responsibility for such third party services and software.

3.10 The Advertisements ordering on the website [of isboat.com](http://isboat.com) is developed automatically by the system.

4. RIGHTS AND OBLIGATIONS OF THE USER

4.1 The User declares and guarantees to IS Boat s.r.o. that: he

is fully capable of legal action, especially with regard to his age

has all the necessary documents and permission to rent a boat,

all data provided to IS Boat s.r.o, are true, complete, accurate and correct,

before starting to use the is.boat.com Portal, he has thoroughly acquainted himself with these Conditions as well as with all other conditions to which these Conditions refer, that he fully understands and agrees with these conditions,

will use the is.boat.com Portal, inquire about them and post to the discussion through no more than one user account. In case of a legitimate suspicion that the User has created and uses more than one user account, isboat.com has the right to block and delete these accounts,

in public discussions and ratings on the is.boat.com Portal or on social networks managed by is.boat.com he did not rudely or vulgarly insult the other discussants, the contractual partners of isboat.com and its employees, or publish other posts that would be contrary to good morals or would be otherwise inappropriate. In connection with public discussions on the is.boat.com Portal or on social networks administered by is.boat.com, isboat.com reserves the right to remove posts that are in violation of these Terms and Conditions or otherwise harm isboat.com or its contractual partners.

The user agrees to the publication of such a rating. The rating is listed together with the User's first name or the first part of his email address. If it is a part of the contribution or evaluation of the photo, you grant IS Boat s.r.o. a free right to use the work (photo) (license), in the original, processed or otherwise changed form, in reviews and as well as in advertising materials of IS Boat

s.r.o. in electronic or printed form and IS Boat s.r.o. accepts this license. The license is granted to an unlimited extent, i.e. without territorial or quantitative restrictions and for the entire duration of the copyright. Isboat.com is not obliged to use the license.

4.2 When using the is.boat.com Portal, the user is obliged to comply with legal regulations and is always obliged to respect the rights of is.boat.com and third parties, especially when handling copyright works and other objects of intellectual property rights.

4.3 In particular, the User must not:

use the is.boat.com Portal in violation of these Terms,

commercially use any part of the is.boat.com Portal in a manner capable of damaging isboat.com and / or the Applicant,

obtain login names and / or passwords of other Users,

misuse, block, modify or otherwise alter any part of the is.boat.com Portal, or even attempt to disrupt the stability, operation or data of the is.boat.com Portal

using mechanisms, software or other procedures that could adversely affect the operation of the is.boat.com Portal. The portal and is.boat.com may only be used to the extent that is not to the detriment of the rights of other Users or isboat.com and which is in accordance with its purpose.

use the Services or Software without a written license or contract with IS BOAT s.r.o. or in conflict with it;

copy, modify, host, stream, sublicense or resell the Services or Software;

allow or permit others to use the Services or Software based on your account information;

offer, use or permit the use of the Services or Software in the field of computer services, as part of third party outsourcing services, by membership or by subscription, by a service provider, by time sharing, as part of a hosted service or on behalf of any third party;

use the Software to create any database or data file;

access or attempt to access the Services or Software by any means other than through an interface that we provide or approve;

circumvent any restrictions on access or use that apply to prevent certain use of the Services or Software;

share any Content that is illegal, harmful, threatening, obscene, violent, defamatory, defamatory, vulgar, lascivious, obscene, attacks the privacy of other users, is hateful or otherwise unacceptable;

share any Content that sexualises minors or facilitates inappropriate interactions with minors, other users of IS Boats.r.o. products, or the public;

impersonate any person or entity, or falsely impersonate or otherwise misrepresent your affiliation with any person or entity;

attempt to deactivate, disrupt or destroy the Services or Software;

upload, transmit, store or make available any Content that contains any virus, malicious code, malicious software or any components intended to damage or limit the functionality of the Services or Software;

interfere with, or prevent another user from using the Services or Software (for example, by harassing, intimidating, harassing or inciting or promoting violence or self-harm);

engage in chain letters, unsolicited e-mail, pyramid schemes, phishing, spams, fraudulent activities or other unsolicited messages;

place an advertisement for any products or services on the Services without our prior written consent;

use any method of data mining or similar methods of collecting and extracting data in connection with the Services or Software, including extracting data from the output of machine learning applications or for other purposes;

artificially manipulate the Services or Software or disrupt them

create is.boat.com accounts for violating these terms or to circumvent account termination or other types of actions taken by IS Boat s.r.o.

manipulate the Services or Software or otherwise display them by framing or similar navigation technology; or

violate applicable laws.

4.4 Notwithstanding any other provision of these Terms, the User undertakes that: he

will not use the is.boat.com Portal if their use by the User would violate legal regulations,

will not use the is.noat.com Portal if he is less than 18 years old,

in public discussions on The is.boat.com portal or on social networks managed by is.boat.com will not grossly or vulgarly insult other discussants, is.boat.com or is.boat.com contractors and its employees, or publish other contributions. that would be contrary to good morals.

4.5 By entering / logging in to the is.boat.com web interface , users give their consent to subscribe to the monthly and to send all promotional material related to the service of IS Boat s.r.o. and their contractual partners.

5. YOUR ACCOUNT

5.1 Account Information. You are responsible for all activities that occur through your account, even if such activities are not performed by you or without your knowledge or consent. If you become aware of any unauthorized access to your account, please notify Customer Support immediately. You may not (A) share information about your account (other than an authorized account administrator), whether intentionally or unintentionally, or (B) use another user's account. Your account administrator may use your account information to manage your use of and access to the Services and Software.

5.2 Idle free account. You are responsible for keeping your account up to date, which means that you must log in regularly to avoid any disruption or loss of access to the Services and Software or termination of your account. If you do not log in to your account on a regular basis, we reserve the right to assume that your account is inactive, and you agree that we may close it in such a case. You understand that after closing your account, you will lose access to all Content stored on your account. We will try to notify you before canceling your account due to inactivity. For the avoidance of doubt, this Section 5.2 (Account Inactivity) does not apply to paid accounts in good standing.

6. YOUR CONTENT

6.1 Content. "Content" means any text, information or material, such as audio files, video files, electronic documents or images, that you upload and import into the Services or Software in connection with or through the use of the Services or that you create using the Services or Software or the Services. You must not upload any Content that is prohibited by applicable law. IS-BOAT reserves the right to remove Content or restrict access to Content, Services and Software if any part of your Content is found to be in violation of these Terms. We do not control content submitted to the Services or Software, but we may use available technologies, providers or processes to look for certain types of illegal content (such as child pornography) or other offensive

content or behavior (such as activity patterns that indicate spam or phishing, or keywords that indicate that the adult content has been published outside the wall separating the adult content).

6.2 License to Your Content for the purpose of running the Services and Software. For the sole purpose of operating or improving the Services and Software, when you upload Content to the Services or Software, you grant us a non-exclusive, worldwide, free, sublicensing and transferable license that covers use, reproduction, public display, distribution, modification (e.g., for better display of your Content), public performance and translation of the Content.

6.3 Sharing Your Content.

(A) Sharing. Some Services and Software may provide features that allow you to share Content with other users or make it public. "Sharing" means sending by e-mail, publishing, uploading, streaming, uploading to a server or otherwise making available (to us or other users) Content as part of the use of the Services and Software. Your Content may be used, copied, modified or re-shared with other users in many ways. Carefully consider sharing or posting Content as you are responsible for it.

(B) Access level. We do not monitor or control what other users do with your Content. You are responsible for setting restrictions for your Content

(C) Comments. Comments you submit through the Services and Software are not anonymous and may be viewed by other users. Comments can be deleted by you, other users or us.

6.4 License Termination. You may revoke this license at any time and terminate our rights by removing your Content from the Service. However, some copies of your Content may be retained as part of our regular backups.

6.5 Feedback. You have no obligation to provide us with ideas, suggestions or reports of errors or failures (the "Feedback"). However, by sending us Feedback, you grant us a non-exclusive, irrevocable, perpetual, worldwide, free, sublicensable and transferable license that applies to the execution, use, sale, creation, offer to sell, import, export, reproduction, public display, distribution, change and public application of Feedback.

7. FEES AND PAYMENTS

7.1 Taxes and Fees to Third Parties. It is your responsibility to pay all applicable taxes and fees to third parties (including, for example, telephone charges, mobile carrier fees, ISP fees, data tariffs, payment card fees, currency exchange fees or foreign transaction fees). We are not responsible for these fees. Contact the relevant financial institution with questions about fees. In the case of fees you owe us, we may take steps to collect them. You are responsible for all costs and expenses associated with the collection of fees.

7.2 The price for the use of the boat management and advertising system is set at a regular fee. This amount is always deducted after midnight on each day of registration. The amount is deducted from the prepaid credits and the minimum amount of credit top-up is € 25. The price for using the system and advertising is further governed by the valid price list, which is located on the website isboat.com. IS Boat s.r.o. is entitled to unilaterally change the price list and price for advertising by up to 10% (up or down) in a given calendar year, without this reason giving the contracting authority the right to withdraw from the contract. The tax document is generated by the contracting authority and sent immediately after the credit is credited to the account of IS Boat s.r.o. The contracting authority is always informed about the establishment, change or cancellation at the email address entered during registration.

7.3 The precondition for placing individual advertisements or advertising surcharges within isboat.com is the payment of credit. Advertising for the provider is charged and the payment for it is deducted from the credit always after midnight of the advertised day.

7.4 Refund of credits is possible only in the case of sending the wrong amount, no later than 1 hour after sending the money from the Client's account. Otherwise, credits will not be refunded.

8. PRICES LISTED ON ISBOAT.COM

8.1 All prices you list on the platform isboat.com should be per boat for the entire booking, including VAT and all other taxes. Obvious errors and inaccuracies (including typos) are not binding.

8.2 We will not charge you for our service or add additional commissions for boat rental. Vessel providers will pay us a fee for services on our platform is.boat.com (according to the current price list, unless otherwise stated).

8.3 Boat providers may require that the charter price be paid (in whole or in part) in order to secure the charter. Payment shall be made directly to the provider by credit or debit card or bank account to the boat provider's bank account. Before paying the rent, you should thoroughly inform the interested party about the rental, payment conditions and cancellation conditions.

9. DISCLAIMER

9.1 Subject to the limitations set forth in these Terms and Conditions and to the extent permitted by law, we will only be liable for direct damages you have actually suffered, paid for or suffered as a result of an attributable failure to perform our obligations on our Services, up to the total cost of your inquiries as stated and documented in the e-mail correspondence and invoices issued by our contractual partners (whether in one case or a number of related cases).

9.2 However, to the extent permitted by law, neither we nor any of our directors, employees, agents, subsidiaries, affiliates or other persons involved in the management of the Platform and its contents will be liable for

any criminal, special, indirect or consequential loss. or damage, loss of production, lost profit, loss of revenue, loss of contract, loss or damage to the reputation

(descriptive) information (including rental prices, availability) provided on our platform

services or products offered by the boat provider or other business partners

all (direct, indirect, consequential or criminal) damages, losses or costs

any (direct, indirect, consequential or criminal) damages, losses or costs which you have suffered, which you have incurred or which you have paid as a result, or in connection with the use, inability to use or delay of our platform

any (personal) injury, death, damage to property or other (direct, indirect, separate consequential, consequential or criminal) damages, losses or costs incurred or paid, whether as a result of (legal) acts, errors, breaches, (serious) negligence, willful misconduct, omission, failure to perform an act, misinterpretation, misconduct or specific liability, attributable (in whole or in part) to a provider or any of our business partners (their employees, directors, board members, executives, agents or affiliates) whose products or services are (directly or indirectly) offered or published on or through our platforms, including liability for (partial) cancellation of a reservation, excess of reservation capacity, strike, force majeure or other events beyond our control.

10. PRIVACY AND COOKIES

10.1 We respect your privacy. You can find more detailed information in our privacy policy.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Unless otherwise stated, the software required for our services or available and used on our platform, and the intellectual property rights (including copyrights) of the content and information on our platform are owned by IS Boat s.r.o., its suppliers or providers of services.

11.2 "Intellectual property rights" include copyrights, personal rights, trademarks, visual style of the brand, patents, trade secrets, unfair competition, the right to privacy, the right to protection of personality in published materials and any other property rights.

11.3 IS Boat s.r.o. is the exclusive owner of all rights, legal claims and shares (arising from intellectual property), (appearance and user aspect (including infrastructure)) of the platform where the service is available, you are therefore, without our express permission in writing, you are not authorized to copy, perform web-scraping, creating links (hypertext / direct), publishing, promoting, integrating, using, combining, sharing or otherwise using the content or our brand. Therefore, you hereby waive, waive and assign to IS Boat s.r.o. all rights relating to (total or partial) use or combination of our content or any intellectual property rights of the website and all content or guest ratings. Any illegal use or any of the above acts or conduct will be considered a serious infringement of intellectual property rights (including copyrights and copyrights relating to databases).

12. DISPUTE RESOLUTION

12.1 Any disputes arising out of these Terms and Conditions and the use of our services will be submitted exclusively to the appropriate courts in Prague, Czech Republic. If you have any complaints, we recommend you first contact our Customer service.

12.2 The original version of these Terms and Conditions in the Czech language has been translated into other languages. Translated versions are for information only and do not bind them to any legal obligations. In the case of irregularities, with regard to the content or interpretation of these Terms and Conditions, or discrepancies between the Czech version of the Terms and Conditions and the version translated into another language, the Terms and Conditions in Czech are considered valid, authoritative and decisive to the extent permitted by law. The Czech version is available on our platform (select Czech language) or we can send it to you based on your written request.

12.3 If any part of these Terms and Conditions becomes invalid, legally ineffective or non-binding, the other parts of these Terms and Conditions shall not cease to be valid. In such a case, however, the invalid provision will be enforced in full under applicable law and you will take action with a similar effect to the invalid, legally ineffective or non-binding measure, in accordance with the content and purpose of these terms and conditions.