

ISBOAT.COM GENERAL TERMS AND CONDITIONS

These Terms and Conditions, which may be amended from time to time, apply to all our services, which are provided directly or indirectly (through distributors) online, via mobile devices, by e-mail or by telephone. By visiting and browsing our (mobile) website, using it or using any of our applications through any platform (collectively, the "Platform"), and / or making a non-binding request, you acknowledge that you have read the terms and conditions below (including privacy statement) and that you understand and agree with them.

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, non-commercial use under the conditions set out below.

1. DEFINITION

1. The isboat.com service is an advertising service operated by IS Boat s.r.o., which is operated and available at the Internet address (URL): www.isboat.com. The isboat.com service allows you to implement advertisements displayed in the isboat.com search.
2. Advertisement means an individual advertisement in the form of a text advertisement and other supported formats entered into the isboat.com service.
3. 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: 3693210, entered in the Commercial Register kept by the Municipal Court in Prague, dept. C insert 236540 (hereinafter referred to as "Operator").
4. Service providers (such as boat owners, central agents, charter companies) can advertise their boats and rental services. 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").
5. Users, visitors to the platform, who can make a non-binding request to the service provider.

2. SERVICES PROVIDED

Through the platform we provide (isboat.com and its partners) an online platform through which all types of boat operators such as boat owners, central agents, charter companies) can advertise their boats for rent and with which visitors to the platform can make non-binding demand. By renting with the isboat.com platform, you enter into a direct (legally binding) contractual relationship with the boat provider from whom you rent the boat. From the moment you make a non-binding request, you deal directly with the boat owner, who bears all responsibility for the service offered.

When offering services, the information we show is based on information provided by boat providers. Boat providers therefore 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.

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.

By clicking on some links on the isboat.com Portal, you may leave the isboat.com Portal and be redirected to third party websites.

Isboat.com reserves the right to restrict or terminate the User's access to the isboat.com Portal at any time.

3. RIGHTS AND OBLIGATIONS OF THE USER THE USER

User declares and guarantees to isboat.com that: he/she

is fully competent to take legal action, especially with regard to his age,

all data provided to isboat.com is true, complete, accurate and correct;

has before using thePortal [isboat.com](https://www.isboat.com) read the Terms and Conditions thoroughly, as well as all other terms and conditions to which these Terms refer to that he/she fully understands and agrees with these Terms,

will use the isboat.com Portal, inquire about them and make contributions 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 isboat.com Portal or on social networks managed by isboat.com rudely or vulgarly did not insult other discussants, contractors 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 isboat.com Portal or on social networks administered by isboat.com, isboat.com reserves the right to remove posts that are in violation of these Terms or otherwise harm isboat.com or its contractors.

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.

The user is obliged to comply with legal regulations when using the isboat.com Portal and is always obliged to respect the rights of isboat.com and third parties, especially when handling copyright works and other objects of intellectual property rights. In particular, the User must not:

use the isboat.com Portal in violation of these Terms,

commercially use any part of the isboat.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 change any part of the isboat.com Portal, or even just try to disrupt the stability, operation, or data of the isboat.com Portal

using mechanisms, software, or other procedures that could adversely affect the operation of the isboat.com Portal. The isboat.com portal 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.

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

not to use the Portal isboat.com, if their use by the User would violate legal regulations,

if he/she is less than 18 years old,

in public discussions on the portal isboat.com or on social networks managed by isboat.com will not rudely or vulgarly insult other discussants, contractors of isboat.com and / or isboat.com and its employees and / or post other contributions that would be contrary to good morals.

By entering / logging in to the web interface, isboat.com 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.

4. PRICES

All prices on the IS-BOAT platform are per boat for the entire booking, including VAT and all other taxes, unless otherwise stated. Please check the rental details before booking. Obvious errors and inaccuracies (including typos) are not binding.

Our service is free and 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 is.boat.com platform (according to the current price list, unless otherwise stated).

Note: taxes may vary depending on local authority decisions. We show all equipment and facilities offered by the provider. The price may not include the use of all equipment and facilities. Additional charges may apply for the use of some amenities or facilities and services such as check-in / check-out, cleaning, outboard engine, last refueling of the boat.

5. PAYMENT

Boat providers require that the rental price be paid (in whole or in part) in order to secure the rental. You will be asked to make a payment to guarantee your reservation. Payment is made directly to the provider from your credit or debit card or bank account to the boat's owner bank account. Before paying the rent, carefully check the detailed information about the rental and payment conditions.

6. CANCELLATION

By requesting the assistance of our platform, you agree to the applicable conditions of cancellation of the shipping service provider and to any additional conditions of the boat operator that may apply to your rental, including services or products offered by the boat provider. The delivery conditions of the boat provider can be obtained from the relevant boat provider.

Please note that some rentals are not eligible for cancellation or change. Please check the rental details and conditions before booking. We recommend that you read the rental cancellation and payment policy carefully before starting the rental and do not forget to make further payments on time.

Please note that the rental may be canceled (without prior notice) if the relevant (remaining) amount of rent cannot be collected on the relevant payment date in accordance with the relevant rental payment terms. Incorrect payment, incorrect bank, debit or credit card details, invalid credit or debit cards or insufficient funds are your responsibility and you will not be entitled to a refund of the prepaid amount unless the boat's provider agrees otherwise. To view, edit or cancel a rental, you must contact the provider directly.

7. DISCLAIMER

In accordance with the limitations set forth in these Terms and Conditions and to the extent permitted by law, we are only liable for direct damages you have actually suffered, paid for or incurred as a result of an attributable lack of our service obligations, up to the total cost of your request, as stated and documented in e-mail correspondence and issued invoices of our contractual partners (whether it is one case or a number of related cases).

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 or

(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 on the basis of, as a result or in related to the use, inability to use or delay of our platform

any (personal) injury, death, damage to property or other (direct, indirect, special, 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, misdemeanor or specific liability which can be attributed (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 platform, including liability for (partial) cancellation of a reservation, excess of reservation capacity, strike, force majeure or other events beyond our control.

8. PRIVACY AND COOKIES

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

9. INTELLECTUAL PROPERTY RIGHTS

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 service providers.

IS Boat s.r.o. is the sole 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 not, without our express permission in written form, you are not authorized to copy, web-scrape, create links (hypertext / direct), publish, promote, integrate, use, combine, share or otherwise use the content or our brand. Therefore, you hereby waive, give up 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 the database

10. DISPUTE RESOLUTION

Any disputes arising out of these General Terms and Conditions and your use of our Services will be submitted exclusively to the competent courts in Prague in the Czech Republic. With any complaints, we recommend that you first contact our Customer Service.

The original version of these terms and conditions in the Czech language has been translated into other languages. The translated versions are for information only and are not subject to any legal obligations. About 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 (choose the czech language) or we can send it to you based on your written request.

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.