

General Terms and Conditions

(hereinafter: GTC)

This document is concluded exclusively in an electronic form, it is written in English and does not refer to a code of conduct.

The scope of this GTC covers the legal transactions concluded between the Intermediary and the Charterers. This GTC is available at <https://excursions.boatbooking.at> and <https://tour.boatbooking.at> in the corresponding menu round the clock.

By the representative of the Charterer clicking on the „accept” button on the Intermediary’s Website, the Parties enter into a contractual relationship, which is defined by the present GTC.

1. Intermediary’s data:

Company name: TS Boat Booking GmbH

Registered seat: Pfarrgasse 52/1, 1230 Wien, Austria

Company registration number: FN 529885v

Tax Number: AT U75357409

European Union Tax Number: AT U75357409 represented

by: Siladi Oleksandr, CEO

2. Definitions

Charterer is a person or identity, who has either the ownership of a boat, which it is intend to rent via the services of the Intermediary; or operates a boat (or several boats), based on a contract made between it and the owner of the boat(s) with the goal of organizing boat trips, and the Charterer intends to acquire customers via the services of the Intermediary.

Parties means the Intermediary and the Charterer collectively.

Client means a natural or legal person who wants to participate in a boat excursion, and places an order via the Website provided by the Intermediary.

Website means collectively the website (excursions.boatbooking.at or tour.boatbooking.at) and/or a mobile application provided by the Intermediary.

General Terms of Use: these terms concerning the Clients; these are the rules of placing an order for a boat excursion via the Website, which the Client has to accept before finalizing the order. These rules are defined unilaterally by the Intermediary.

General Boat Excursion Agreement: the Charterer’s own terms of participating in a boat excursion; these rules are defined unilaterally by the Charterer. If the Charterer has such, they have to upload these into the Website in order to make possible for the Clients to accept it.

Services and Extras: Services provided by the Charterers. These services are beyond of the excursion itself.

3. The intermediary service

The Intermediary operates the Website, where the Charterers can advertise their boat excursions. Charterers can also advertise other Services and Extras through the Website.

The Clients can place their order for the boat excursion via the Website. **By placing an order through the Website, the Client enters into a direct (legally binding) contractual relationship with the Charterer.**

The Intermediary acts (according to its name) **solely as an intermediary between the Client and the Charterer**, and will not be a party to or other participant in any contractual relationship between the Client and Charterers.

The Charterer accepts that the Intermediary will collect the price of the tickets (and the fee for the Services and Extras) in case of orders placed through the Website. The **invoices** for the Clients – according to that the Client and the Charterer enters into a direct contract – has to be issued by the Charterer, and it is the Charterer's duty to send or hand over the invoices to the Clients.

The mandate for advertising is not exclusive, the Charterer can promote its boat excursions on their own, or via another intermediary.

4. Registration of the Charterer

The Charterer has to register itself first in the Website, before promoting the boat excursions. The Charterer has to provide its name and identification data. Identification data is unilaterally defined by the Intermediary, for example in case of corporates it means company registration number, tax number, registered seat. The Charterer also has to provide the necessary data for the invoices of the Intermediary's commission. The Charterer also has to provide a bank account number to which it expects to receive the price of the tickets and the fee for the Services and Extras.

The Charterer has to provide a contact person's name and availabilities (phone number, email address).

If the Charterer has one, it is always **obliged to upload its own General Boat Excursion Agreement to the Website**, because Clients has to accept that before placing the order. In case it does not have such, the Client still enters into contract directly with the Charterer by ordering a ticket through the Intermediary's website.

5. The listing of a boat excursion

Charterer will get a private access to the Website, which can be used to list the boat excursion(s).

The Charterer has to provide every data required by the system, and upload pictures of the boat and pictures related to the excursion. The Charterer also has to show the price of the tickets (including any applicable taxes) and the fees for possible Services and Extras which can be selected by the Clients, and if occurs any compulsory additional costs, then these costs too.

The Charterer also has to show the timeframes when the boat excursions are available, and is **obliged to continuously update the availability information**. The Charterer is specifically responsible to update the availability status, if boat excursions can be booked outside of the Website.

The Charterer accepts that the Intermediary can check the Charterer and the data uploaded via public free or paid registers, or via other methods. If the Intermediary finds out that the data provided by Charterer is inaccurate, it can correct the data, or call upon the Charterer to correct the data, or in case of listing repeatedly false or inaccurate information about the boat excursions or the available free timeframes, the Intermediary can terminate the contractual relationship between the Parties based on the present GTC with immediate effect.

Charterers are solely responsible for determining the amount and type of any applicable VAT or other types of applicable taxes. The Intermediary excludes its liability in case the Charterer did not specified all applicable taxes. The amount of money serving the payment of taxes, which is collected by payment through the Website and the third-party payment service provider's website, is going to be sent to the Charterer. It is the Charterer's responsibility to pay the applicable taxes to the relevant tax authorities.

Charterer has the right to change the price of the tickets at any time, but obliged to modify the listings before the change becoming effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

Depending on which country's citizen the Client is, different regulations can concern the right of cancellation on the side of the Client. If the Client is a citizen of the European Union and a consumer, they have the right to a 14-days long time period from the date of placing the order, during which they can cancel the order without any reason giving to do, and they are entitled to require back the already paid price of the tickets and the already paid fees for Services and Extras. Charterer has to comply with this regulation and any other applicable regulation depending on its registered country's applicable law. Charterer accepts that the Intermediary is not responsible for those legal regulations and therefore is not obliged to give back the commission.

Charterers have to provide information in the listing, or in their General Boat Excursion Agreement about its cancellation policy.

6. The process of placing orders through the Website

The Client selects the desired boat excursion on the Website, the desired Services and Extras and accepts the General Terms of Use and Privacy Policy of the Intermediary and give their name and contact details. **By accepting the Intermediary's Terms and Conditions and the General Boat Excursion Agreement, the Client enters into a contract with the Charterer,** resulting with the obligation to pay the price of the tickets on the side of the Client. and with the obligation of providing the boat excursion in the selected time period on the side of the Charterer. In case the Charterer does not have a General Boat Excursion Agreement uploaded, the Client still enters into contract directly with the Charterer by ordering a ticket through the Intermediary's website.

After the acceptance of the Terms and Conditions, the Client will pay the price of the tickets (and the fee for the selected Services and Extras) via a third-party payment service provider.

The Intermediary will take its commission from the fee paid by the Client. The third-party payment service provider will also take its fee from the amount paid by the Client.

After taking the Intermediary's fee and the third-party payment service provider's fee from it, the Intermediary will arrange to forward the remaining amount of the price of the tickets and fees of Services and Extras directly to the bank account of the Charterer.

The listings on the Website shows the prices in EUR currency. If the price of the tickets and the fees are expected by the Charterer in a different currency (the bank account of the Charterer is held in a different currency), then money exchange fees can occur on the part of the banks. Intermediary is not responsible for the money exchange fees calculated by the banks, and these exchange fees cannot reduce the amount of the commission of the Intermediary.

At the end of an order process, the Charterer will get an automatic message about the boat excursion being ordered. The message contains the identifiers of the boat, the Client's name, phone number and email address, the status of payment (successful or not), and the selected time period. The Charterer is obliged to (as soon as possible) check whether the timeframe for the boat excursion is really available or not; and whether the boat has enough free seats for the order at the timeframe or not. If the timeframe is really available, and the boat has enough free seats, then the Charterer shall send confirmation through the so-called partner interface provided by the Intermediary. When this happens, the system sends a confirmation message to the Client.

If the selected timeframe is already occupied at the given time period, or the boat has not enough free seats for the placed order at the given timeframe, then the Charterer is obliged to give one of the following alternatives:

- offer another boat for the purpose of excursion for the same (or similar) timeframe,
- offer a different timeframe,
- if none of the above possibilities are available, or acceptable by the Client, the Charterer has to give back the price of the tickets (and possible fees) to the Client. (In this case, since the Intermediary is not

responsible for the non-availability of the boat excursion in the selected timeframe, the Intermediary can keep the commission.)

The Charterer is obliged to provide all the necessary information for the Client prior (in a timely manner). If Charterer cancels a confirmed order, the Client shall receive a full refund of the total fees (including fees of Services and Extras and taxes as well) for such orders from the Charterer.

7. Commission

Commission for the intermediary service is net 13 % (thirteen per cent) of the total fee (including the price of the tickets, the fees for any selected Services and Extras and the paid applicable taxes). If a Charterer is registered in Austria, or in a country which is not member of the European Economic Area, it also has to pay the VAT of the commission to the Intermediary.

The fee of the third-party payment service provider, and the possible exchange fees of the banks are not part of the above mentioned 13 %, and these costs will be calculated separately and above of the mentioned 13% commission of the Intermediary.

The amount of the fee of the third-party payment service provider is 2% (two point zero per cent), which will be taken from the total fee, as stated above. The Intermediary is going to cover the changes of the fee of the third-party payment service provider, until it does not grow considerably above 2 %. The Intermediary is not responsible for the amount or any changes of the third-party service provider's fee, but will provide evidence of the fee's percentage or measure, if it is required by the Charterer. The Intermediary is not responsible and can keep the commission, in case

- the timeframe is already occupied at the given time period, or the boat has not enough free seats for the placed order at the given timeframe which was shown previously available by the Charter, and it cannot offer another boat for the purpose of excursion for the same (or similar) timeframe, or cannot offer a different timeframe, or none of the above possibilities are acceptable by the Client, - the Charterer cancels the order.

8. Disclaimer

Charterer is alone responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to its listing. Charterer is alone responsible for identifying and obtaining any required licenses, permits or registrations for any services it offers.

The Intermediary is not responsible if the Client, any Additional Passengers whom are also part of the booking or any other person invited to the boat by them, or any of their pets present during the excursion

- do not leave the boat in time at the end of the excursion,
- they became sick or injured during their stay on the boat,
- do any damage to the boat, or any property on it,
- any of the mentioned persons using the boat for an illegal activity,
- if the Client uses the Services on behalf of another person, or with the data of another person,
- if the Client provides their data inaccurately; or the Client does not notify the Intermediary or the Charterer of any change in their data, or otherwise not complying with the passenger requirements of the Charterer,
- the Client modifies or cancel the order.

The Intermediary excludes its liability for the content of the listings of the Charterer (including but not limited to details of the boat, the port, the fees, the applicable taxes, other important circumstances, any inaccurate, misleading or untrue information or non-delivery of information etc.). Charterer solely responsible at all times for the accuracy, completeness and correctness of the information (including the rental price and availability) displayed on the Website.

- Any disputes between the Client and the Charterer, including, but not limited to
- the quality of the Charterer's boat excursion service, or the Services and Extras,
 - other activities of the Charterer, or
 - the damages of the boat or any items on it, caused by the Client or Additional Passengers, or any person invited to the boat by them, or by any of their pets present during the excursion,
 - using the rented boat for illegal activities,
 - modification or cancellation of the renting by the Client,
 - modification or cancellation of the renting by the Charterer, etc.

shall be resolved between the Client and the Charterer, without the involvement of the Intermediary. The Intermediary does not guarantee that the Website operates without interruption, or it is free from all errors and that - without the Intermediary's knowledge - it is not used by third parties for illegal purposes. At the same time, the Intermediary tries to remedy the temporary unavailability of the Website in the shortest possible time.

9. Intellectual properties

The Website, including all associated intellectual property rights, are the exclusive property of the Intermediary and/or authorizing third-parties. It is forbidden to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website. The Charterer accepts that the Intermediary can use the listing as an advertisement on the internet without any fees paid to the Charterer for it.

10. Contact information

Contact person on behalf of the Intermediary:

Name: Oleksandr Siladi Telephone:

+436764600266

email: info@boatbooking.at

11. Term of the contractual relationship between the Parties based on the present GTC

The contractual relationship is valid for an indefinite period from the date and time when the representative of the Charterer clicking on the „accept of this GTC” or similarly named button on the Intermediary's Website. The Intermediary's Website stores the exact date and time of that clicking.

Each Party may terminate the contractual relationship based on the present GTC at any time without giving reasons to do, with a written notice to the other party. The termination period is one month, while order placed through the Website can still be made. Orders made by Clients prior to the last day of the end of the contractual relationship shall be settled between the Parties according to this GTC.

Each Party can terminate the contractual relationship based on the present GTC with giving reasons to do so, with an immediate effect in case of the other Party's serious breach of contract. Serious breach of contract can be, including, but not limited:

- if the Intermediary is not forwarding the price of tickets and the fees (after taking the commission and the third-party payment service provider's commission from it) for more than two weeks, without reasons outside of the Intermediary's interest; or
- if the Charterer repeatedly giving incorrect or misleading information in the listings, or about the availability of the timeframes; or the free seats of a boat at the timeframes; or cancelling repeatedly the orders or not providing the boat excursions in the reserved period without a lawful basis to do so; or doing any kind of illegal activity, becoming a subject of a liquidation process, etc.

12. Applicable law and jurisdiction

This GTC is governed by and construed in accordance with Austrian law. Parties agree on the exclusive jurisdiction of the Austrian court: Oberlandesgericht Wien

Telephone: +43 1 52152 0

Fax: +43 1 52152 3690

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

13. General provisions

13.1. The representatives of the Parties state that they are entitled to enter into a business contract on behalf of the represented party.

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

13.3. Any party's failure to enforce any right or provision in this GTC will not constitute a waiver of such right or provision. Except as expressly set forth in this GTC, the exercise by either party of any of its remedies under this GTC will be without prejudice to its other remedies under this GTC or otherwise permitted under law.

13.4. Amendment of the present GTC can be made unilaterally by the Intermediary. The Intermediary shall publish the modified GTC on the Website, 2 months before it enters into force. Orders already made by Clients before the modification enters into force are not affected by the modification. If the Charterer does not want to accept the modifications, they can terminate the contractual relationship based on the present GTC with a one-month termination period as stated above.

13.5. Client and Charterer acknowledges that any information related to the contract, the database itself is the property of the Intermediary, Client and Charterer shall keep a secret of, and shall not disclose or divulge to any third party, also shall not copy or otherwise use them for any purposes.