



## Terms of Service

As a consumer you can access the European Commission's online dispute resolution platform here: <https://ec.europa.eu/consumers/odr>. Please note that BoatFlex is not committed nor obliged to use an alternative dispute resolution entity to resolve disputes with consumers.

Last Updated: February 2022

These Terms of Service ("**Terms**") are a binding legal agreement between you and BoatFlex that govern your use of the websites, applications, and other offerings from BoatFlex (collectively, the "**BoatFlex Platform**"). When used in these Terms, "**BoatFlex**," "**we**," "**us**," or "**our**" refers to BoatFlex ApS, a limited liability company registered in Denmark with business registration number DK35889450.

The BoatFlex Platform offers an online venue that enables users ("**Members**") to publish, offer, search for, and book services. Members who publish and offer services are "**Boat Owners**" and Members who search for, book, or use services are "**Tenants**." Boat Owners offer Tenants to lease boats and associated services from the Boat Owner. A Boat Owner can have one or more "**Listings**" for one or more boats.

You must register an account to access and use many features of the BoatFlex Platform and must keep your account information accurate. As the provider of the BoatFlex Platform, BoatFlex does not own, control, offer or manage any Listings. BoatFlex is not a party to the contracts concluded directly between Boat Owners and Tenants, nor is BoatFlex a broker, an insurer or an organizer or retailer of travel packages under Directive (EU) 2015/2302. BoatFlex is not acting as an agent in any capacity for any Member, except as a limited agent for the Boat Owner for the purpose of collecting payments as specified in the Payments Terms ("**Payment Terms**"). To learn more about BoatFlex's role see Section 15.

We maintain other terms and policies that supplement these Terms like our Privacy Policy, which describes our collection and use of personal data, and our Payments Terms, which govern any payment services provided to Members by BoatFlex.

If you are a Boat Owner, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Listing / Boat.

## Tenant Terms

### 1. Connecting people

- 1.1. Our mission is to connect people of the sea. Whether you own a sailboat, ski boats, yacht or houseboat, we make it possible for you to create a Listing and showcase your boat to potential tenants that wish to lease it for a short-term period. Learn more about a Listing by reviewing the description and photos, the Boat Owner's profile. If you have questions, just message the Boat Owner.

# boatflex

## 2. **Searching and Booking on BoatFlex.**

2.1. **Searching.** You can search for Boats by using criteria like the type of boats, travel destination, travel dates, and number of guests. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria.

2.2. **Booking.** When you book a Listing, you are agreeing to pay all charges for your booking including the Listing price, applicable fees like BoatFlex' Service Fee, offline fees, taxes, and any other items identified during checkout (collectively, "**Total Price**"). You are also agreeing that BoatFlex may charge and collect any security deposit identified during checkout. When you receive the booking confirmation, a contract for lease of the Boat(sometimes called a reservation in these Terms) is formed directly between you and the Boat Owner. The cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout form part of your contract with the Boat Owner.

2.3. **Term and use.** A lease is a limited license to use the Boat in accordance with the lease agreement between you and the Boat Owner. Your right may be limited to staying on a Boat without sailing it. You are not allowed to use the Boat in contradiction with the lease terms. The Boat Owner retains the right to re-enter the Boat during your stay, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Boat Owner, and (iii) consistent with applicable law. If you occupy the Boat past the agreed lease term, the Boat Owner is entitled to take reasonable steps to regain possession of the Boat in a manner consistent with applicable law, including by imposing reasonable late return penalties. You may not exceed the maximum number of allowed crew members.

## 3. **Cancellations, Refunds and Booking Modifications.**

3.1. **Cancellations and Refunds.** In general, if you cancel a reservation, the amount refunded to you is determined by the cancellation policy that applies to that reservation. If the Boat Owner cancels, you are entitled to a full refund.

3.2. **Booking Modifications.** Boat Owners and Tenants are responsible for any booking modifications they agree to make via the BoatFlex Platform or direct BoatFlex customer service to make on their behalf ("**Booking Modifications**"), and agree to pay any additional amounts, fees or taxes associated with any Booking Modification.

## 4. **Your Responsibilities.**

**You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to a Boat. For example, this means: (i) you are responsible for leaving a Boat (and related personal property) in the condition it was in when you arrived, and (ii) you must act with integrity, treat others with respect and comply with applicable laws at all times. If you are booking for an additional guest who is a minor or if you bring a minor to a Boat, you must be legally authorized to act on behalf of the minor and you are solely responsible for the supervision of that minor.**

## **Boat Owner Terms**

### 5. **Creating a Listing on BoatFlex.**

5.1. **Boat Owner.** As a Boat Owner, BoatFlex offers you the opportunity to share your Boat with our vibrant community of Tenants - and earn money doing it. It is easy to create a Listing and you are in control of how you lease out your Boat - set your price, availability, and rules for each Listing.

- 5.2. **Contracting with Tenants.** When you accept a booking request, or receive a booking confirmation through the BoatFlex Platform, you are entering into a contract directly with the Tenant and are responsible for making the Boat available to the Tenant under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like BoatFlex' service fee (and applicable taxes) for each booking. BoatFlex will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms or conditions that you include in any supplement contract with Tenants must: (i) be consistent with these Terms, our policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.
- 5.3. **Independence of Boat Owners.** Your relationship with BoatFlex is that of an independent individual or entity and not an employee, agent, joint venturer or partner of BoatFlex, except that BoatFlex acts as a payment collection agent as described in the Payments Terms. BoatFlex does not direct or control your Listing and you understand that you have complete discretion whether and when to make available your Boat and at what price and on what terms to offer your Boat for lease.
6. **Managing Your Listing.**
- 6.1. **Creating and Managing Your Listing.** The BoatFlex Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Boat, your price, other charges like cleaning fees, pre-paid fuel charges, training costs, security deposits, offline fees, and any rules or requirements that apply to your Tenants or Listing. You are responsible for your acts and omissions as well as for keeping your Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. We recommend that you obtain appropriate insurance for your Boat and suggest you carefully review policy terms and conditions like coverage details and exclusions.
- 6.2. **Know Your Legal Obligations.** You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing (e.g., coast guard regulations, zoning laws, marina regulations, and laws governing rental and operation of Boats). Check your local rules to learn what rules apply to the Listing you plan to create. Information we provide regarding legal requirements is for informational purposes only and you should independently confirm your obligations. You are responsible for handling and using personal data of Tenants and others in compliance with applicable privacy laws and these Terms. If you have questions about how local laws apply you should always seek legal advice.
- 6.3. **Your Responsibilities.** You are responsible for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in making available the Boat for the Tenant. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the BoatFlex Platform. Do not encourage Tenants to create third-party accounts, submit reviews, provide their contact information, or take other actions outside the BoatFlex Platform.
- 6.4. **Boat Owner is an organization or more than one.** If you work with a co-Boat Owner or is part of a team, business or other organization, the entity and each individual who participates in providing the Listing, is responsible and liable as a Boat Owner under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business, or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct BoatFlex to transfer a portion of your payout to another person, you

must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

## 7. **Cancellations, Travel Issues, and Booking Modifications.**

- 7.1. **Cancellations.** In general, if a Tenant cancels a reservation, the amount paid to you is determined by the cancellation policy that applies to that reservation. As a Boat Owner, you should not cancel on a Tenant without a valid reason. However, a Boat Owner may cancel a booking without cause. If you cancel on a Tenant, BoatFlex will refund to the Tenant the Total Fees for such booking within a commercially reasonable time. BoatFlex will further assist the Tenant in best possible way to find an alternative Listing.
  - 7.2. **Travel Issues.** In case a mechanical incident occurs during the term of the lease, the Tenant is entitled to cancel the lease irrespective of the Boat Owner's terms & conditions of the lease. This only applies if the incident is not caused by the Tenant or the Tenant's negligence. In such case, the Tenant is entitled to a refund for the remainder of the lease term. See Payment Terms.
  - 7.3. **Booking Modifications.** Boat Owners and Tenants are responsible for any Booking Modifications they agree to make via the BoatFlex Platform or direct BoatFlex customer service to make on their behalf, and agree to pay any additional amounts, fees or taxes associated with a Booking Modification.
8. **Taxes.**
- 8.1. **Boat Owner Taxes.** As a Boat Owner, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, tourist, income or other taxes ("**Taxes**").

## General Terms

### 9. **Content.**

- 9.1. Parts of the BoatFlex Platform enable you to provide feedback, text, photos, audio, video, information, and other content ("**Content**"). By providing Content, in whatever form and through whatever means, you grant BoatFlex a non-exclusive, worldwide, royalty-free, sub-licensable and transferable license, for the term of the protection of the rights so licensed, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content to provide and/or promote the BoatFlex Platform, in any media or platform, known or unknown to date and in particular on Internet and social networks. If Content includes personal information, such Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Where BoatFlex pays for the creation of Content or facilitates its creation, BoatFlex may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that you provide and warrant that you either own it or are authorized to grant BoatFlex the rights described in these Terms. You are responsible and liable if any of your Content violates or infringes the intellectual property or privacy rights of any third party. You agree that BoatFlex may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. BoatFlex does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations.

## 10. Fees.

10.1. BoatFlex may charge fees (and applicable Taxes) to Boat Owners and Tenants for use of the BoatFlex Platform. More information about when service fees apply and how they are calculated can be found on "**Why rent**" or "**Why list**". Except as otherwise provided on the BoatFlex Platform, service fees are non-refundable. BoatFlex reserves the right to change the service fees at any time and will provide Members notice of any fee changes before they become effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time pursuant to Section 12.2.

## 11. BoatFlex Platform Rules.

11.1. **Rules.** You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity and treat others with respect
  - Do not lie, misrepresent something or someone, or pretend to be someone else.
  - Be polite and respectful when you communicate or interact with others.
  - Do not discriminate against or harass others.
- Do not scrape, hack, reverse engineer, compromise or impair the BoatFlex Platform
  - Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the BoatFlex Platform.
  - Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the BoatFlex Platform or Content.
  - Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the BoatFlex Platform.
  - Do not take any action that could damage or adversely affect the performance or proper functioning of the BoatFlex Platform.
- Only use the BoatFlex Platform as authorized by these Terms or another agreement with us
  - You may only use another Member's personal information as necessary to facilitate a transaction using the BoatFlex Platform as authorized by these Terms.
  - Do not use the BoatFlex Platform, our messaging tools, or Members' personal information to send commercial messages without their express consent.
  - You may use Content made available through the BoatFlex Platform solely as necessary to enable your use of the BoatFlex Platform as a Tenant or Boat Owner.
  - Do not use Content unless you have permission from the Content owner, or the use is authorized by us in these Terms or another agreement you have with us.
  - Do not request, make, or accept a booking or any payment outside of the BoatFlex Platform to avoid paying fees, taxes or for any other reason.
  - Do not require or encourage Tenants to open an account, leave a review, or otherwise interact, with a third party website, application, or service before, during or after a reservation, unless authorized by BoatFlex.
  - Do not engage in any practices that are intended to manipulate our search algorithm.
  - Do not use, copy, display, mirror or frame the BoatFlex Platform, any Content, any BoatFlex branding, or any page layout or design without our consent.

- Honor your legal obligations
  - Understand and follow the laws that apply to you, including privacy, data protection, and export laws.
  - If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
  - Read and follow our Terms and policies.
  - Do not use the name, logo, branding, or trademarks of BoatFlex or others without permission.
  - Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with BoatFlex branding.
  - Do not create a Listing as a Boat Owner that violate the laws or agreements that apply to you.

11.2. **Reporting Violations.** If you believe that a Member, Listing or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting BoatFlex. In addition, if you believe that a Member, Listing or Content has violated our Terms or policies, you should report your concerns to BoatFlex. If you reported an issue to local authorities, BoatFlex may request a copy of that report. Except as required by law, we are not obligated to take action in response to any report.

11.3. **Copyright Notifications.** If you believe that Content on the BoatFlex Platform infringes copyrights, please notify us.

## 12. **Termination, Suspension, and other Measures.**

12.1. **Term.** The agreement between you and BoatFlex reflected by these Terms remains in effect until either you or we terminate the agreement in accordance with these Terms.

12.2. **Termination.** You may terminate this agreement at any time by sending us an email or by deleting your account. BoatFlex may terminate this agreement for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. BoatFlex may also terminate this agreement immediately and without prior notice and stop providing access to the BoatFlex Platform if (i) you materially breach these Terms or our policies, (ii) you violate applicable laws, or (iii) such action is necessary to protect the personal safety or property of BoatFlex, its Members, or third parties (for example in the case of fraudulent behavior of a Member), or (iv) your account has been inactive for more than two years.

12.3. **Member Violations.** If (i) you breach these Terms or our policies, (ii) you violate applicable laws, regulations or third party rights, (iii) you have repeatedly received poor Reviews or BoatFlex otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) such action is necessary to protect the personal safety or property of BoatFlex, its Members, or third parties, BoatFlex may:

- suspend or limit your access to or use of the BoatFlex Platform and/or your account;
- suspend or remove Listings, Reviews, or other Content;
- cancel pending or confirmed bookings; or
- suspend or revoke any special status associated with your account.

In case of non-material violations or where otherwise appropriate, you will be given notice of any intended measure by BoatFlex and an opportunity to resolve the issue, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws.

- 12.4. **Legal Mandates.** BoatFlex may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, including the measures described above in Section 12.3.
- 12.5. **Effect of Termination.** If you are a Boat Owner and terminate your BoatFlex account, any confirmed booking(s) will be automatically cancelled, and your Tenants will receive a full refund. If you terminate your account as a Tenant, any confirmed booking(s) will be automatically cancelled, and any refund will depend upon the terms of the Listing's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the BoatFlex Platform has been limited, or your BoatFlex account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the BoatFlex Platform through an account of another Member.
- 12.6. **Appeal.** If BoatFlex takes any of the measures described in this Section 12 you may appeal such a decision by contacting our customer service.
13. **Modification of these Terms.**
  - 13.1. BoatFlex may modify these Terms at any time. When we make changes to these Terms, we will post the revised Terms on the BoatFlex Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the proposed changes by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the BoatFlex Platform will constitute acceptance of the revised Terms.
14. **Resolving Complaints and Damage Claims.**
  - 14.1. If a Member provides evidence that another Member has culpably damaged their real or personal property ("**Damage Claim**"), the complaining Member can seek compensation via BoatFlex. If the complaining Member escalates a Damage Claim to BoatFlex, the other Member will be given an opportunity to respond. If the responding Member agrees to pay, or BoatFlex determines under consideration of any applicable statutory rules on the burden of proof that they are responsible for the Damage Claim, BoatFlex can collect any sums required to cover the Damage Claim from the responding Member and/or against any security deposit. BoatFlex may also pursue against you any remedies it may have available under applicable law. You agree to cooperate in good faith, provide any information BoatFlex requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of a Boat. You may appeal a decision by BoatFlex by contacting our customer service. Any decisions made by BoatFlex in relation to a Damage Claim do not affect your contractual and statutory rights. Your right to take legal action before a court of law remains unaffected.

## 15. **BoatFlex's Role.**

15.1. We offer a platform that enables Members to publish, offer, search for, and book Boats. When Members make or accept a booking, they are entering into a contract directly with each other. BoatFlex is not and does not become a party to or other participant in any contractual relationship between Members. BoatFlex is not acting as an agent for any Member except for where BoatFlex acts as a collection agent for the Boat Owner. While we work hard to ensure our Members have great experiences using BoatFlex, we do not and cannot control the conduct or performance of Tenants and Boat Owners and do not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings/Boats or (ii) the truth or accuracy of any Listing descriptions, Reviews, or other Content provided by Members. You acknowledge that BoatFlex has no general obligation to monitor the use of the BoatFlex Platform and verify information provided by our Members, but has the right to review, disable access to, remove, or edit Content to: (i) operate, secure and improve the BoatFlex Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Member Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria. Where we remove or disable Content, we will notify a Member and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal such a decision by contacting our customer service. Members agree to cooperate with and assist BoatFlex in good faith, and to provide BoatFlex with such information and take such actions as may be reasonably requested by BoatFlex with respect to any investigation undertaken by BoatFlex regarding the use or abuse of the BoatFlex Platform.

## 16. **Member Accounts.**

16.1. You must register an account to access and use many features of the BoatFlex Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the BoatFlex Platform under the laws of your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You must immediately notify BoatFlex if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. You are responsible and liable for activities conducted through your BoatFlex Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials). If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

## 17. **Disclaimer.**

17.1. We do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Tenant, Boat Owner, Listing or third party and we do not warrant that verification, identity or background checks conducted on Members (if any) will identify past



misconduct or prevent future misconduct. Any references to a Member being "verified" (or similar language) indicate only that the Member or BoatFlex has completed a relevant verification or identification process and nothing else. We are not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control and can lead to interruptions in the availability of the BoatFlex Platform. BoatFlex may, temporarily and under consideration of the Members' legitimate interests (e.g., by providing prior notice), restrict the availability of the BoatFlex Platform or certain features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the BoatFlex Platform.

## 18. **Limitation of Liability.**

- 18.1. To the maximum extent permitted by law, the entire risk arising out of your access to and use of the BoatFlex Platform, creation of a Listing, lease and use of a Boat, and any contact you have with other Members whether in person or online remains with you. Neither BoatFlex nor any other party involved in creating, producing, or delivering the BoatFlex Platform is liable for any incidental, special, punitive, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms, from the use of or inability to use the BoatFlex Platform, from any communications, interactions or meetings with other Members or other persons with whom you communicate or interact as a result of your use of the BoatFlex Platform, a Listing, or lease and use of a Boat, whether based on warranty, contract, tort (including negligence), product liability or any other legal or equitable theory, and whether or not BoatFlex has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
- 18.2. Except for our obligations to pay amounts to Members pursuant to these Terms, in no event will BoatFlex' aggregate liability arising out of or in connection with these Terms and/or provision of the BoatFlex Platform, exceed the amounts you have paid for bookings via the BoatFlex Platform as a Tenant in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Boat Owner, the amounts paid by BoatFlex to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Boatflex and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

## 19. **Indemnification.**

- 19.1. To the maximum extent permitted by applicable law, you agree to release, defend (at BoatFlex's option), indemnify, and hold BoatFlex (including BoatFlex' affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our policies, (ii) your improper use of the BoatFlex Platform, (iii) your interaction with any Member, lease of a Boat, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction or use, (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights. The indemnification obligation only applies if and to the extent that the claims, liabilities,

damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

## 20. **Applicable law and Jurisdiction.**

20.1. These Terms are governed by and construed in accordance with Danish law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Danish law. As a consumer, you may bring any judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of BoatFlex's place of business in Denmark. If BoatFlex wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Danish courts.

## 21. **Miscellaneous.**

21.1. **Other Terms Incorporated by Reference.** Our other policies and supplemental policies and terms linked to in these Terms apply to your use of the BoatFlex Platform, are incorporated by reference, and form part of your agreement with BoatFlex.

21.2. **Interpreting these Terms.** Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms constitute the entire agreement between BoatFlex and you pertaining to your access to or use of the BoatFlex Platform and supersede any and all prior oral or written understandings or agreements between BoatFlex and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and BoatFlex. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

21.3. **No Waiver.** BoatFlex's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. 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 permitted under law.

21.4. **Assignment.** You may not assign, transfer, or delegate this agreement or your rights and obligations hereunder without BoatFlex's prior written consent. BoatFlex may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice. Your right to terminate this agreement at any time pursuant to Section 12.2 remains unaffected.

21.5. **Notice.** Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically, and given by BoatFlex via email, BoatFlex Platform notification, messaging service (including SMS and WeChat), or any other contact method we enable you to provide.

21.6. **Third-Party Services.** The BoatFlex Platform may contain links to third-party websites, applications, services, or resources ("**Third-Party Services**") that are subject to different terms and privacy practices. BoatFlex is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

21.7. **BoatFlex Platform Content.** Content made available through the BoatFlex Platform may be protected by copyright, trademark, and/or other laws of Denmark and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of

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BoatFlex and/or its licensors and agree that you will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit any Content accessed through the BoatFlex Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, BoatFlex grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the BoatFlex Platform and accessible to you, solely for your personal and non-commercial use.

- 21.8. **Force Majeure.** BoatFlex shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, or disease, strikes or shortages of transportation facilities, fuel, energy, labor, or materials.
- 21.9. **Emails.** You will receive administrative communications from us using the email address or other contact information you provide for your BoatFlex account. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have a BoatFlex Account.
- 21.10. **Contact Us.** If you have any questions about these Terms, please email us at [support@boatflex.com](mailto:support@boatflex.com).