

General Terms and Conditions (GTC)

Version 01.2023 | B2C

A. Terms and conditions

A.1 Subject matter and contracting parties

A.1.1 The following General Terms and Conditions govern the use of the online advertising platform («advertising platform») at www.boat24.ch. The subject matter of the contract results from these GTC as well as from the scope of services and fees agreed within the framework of the ordered service package.

A.1.2 The advertising platform is operated by Boat24 GmbH, Langstrasse 134, 8004 Zürich, Switzerland («Boat24»). The participating sellers («Advertiser/s») can post paid advertisements to sell used boats, which can be searched and found by potential buyers («Interested Party/ies»). Interested parties can contact the Advertiser via the contact details provided by him (e.g. e-mail address, telephone number, etc.) or directly via the message function of the advertising platform.

A.1.3 As a platform operator, Boat24 is responsible for the technical availability, functionality, and administration of the advertising platform, but not for the content of individual advertisements. It does not become a party to a purchase agreement concluded between the Advertiser and an Interested Party, nor does it act as an intermediary for the advertiser vis-à-vis the Interested Party.

A.2 Conclusion of contract, contract language, contract text

A.2.1 A contract for the use of the free services of Boat24 comes about with the opening of a customer account. The user can specify his personal data and set his access data when registering. The registration takes place by clicking on the «Register» button. Immediately after registration, the user will receive a confirmation by e-mail.

A.2.2 The language available for the contract is German. The text of the contract is not stored by Boat24.

A.3 Access, functionality, and administration of the Advertising platform

A.3.1 Boat24 gives the Advertiser access to the online ad platform.

A.3.2 Boat24 is responsible for the functionality and administration of the online advertising platform. Boat24 is entitled to make changes to the visual design of individual pages, including the advertising page and the scope of functions (e.g. availability of favourites lists) with no prior notice, unless otherwise expressly agreed.

A.3.3 In addition to the information and images posted by the Advertiser, the display pages also contain other components such as blog articles, service links, references to similar advertisements of other advertisers, and references to offers from third party providers (financing, insurance, etc.).

A.4 Liability

A.4.1 For claims due to damage caused by Boat24, its legal representatives or vicarious agents, liability is always unlimited in the event of

- death, injury, or impaired health
- intentional or grossly negligent breach of duty
- warranty commitments, as far as agreed
- insofar as the scope of the Product Liability Act has been invoked.

A.4.2 In the event of any breach of essential contractual obligations, the fulfilment of which makes the proper execution of the contract possible and on the compliance with which the contractor may regularly rely (cardinal obligations), through slight negligence by Boat24, its legal representatives or vicarious agents, the liability shall be limited to the amount of damage which is foreseeable at the time the contract is concluded and which typically must be expected.

A.4.3 In other matters, claims for damages are excluded.

A.5 Privacy and data protection

A.5.1 Each user is responsible for making backup copies of his data. Information about inactive ads will not be given to prospects.

A.5.2 Users are obliged to protect their access data (username and password) against unauthorized use by third parties and to keep their passwords secret. You must notify Boat24 immediately if you suspect that your access data has been misused.

A.6 Applicable law and place of jurisdiction

A.6.1 In relation to entrepreneurs, Swiss law applies, to the exclusion of the UN Sales Convention.

A.6.2 In relation to entrepreneurs, the place of jurisdiction for all disputes arising from the contractual relationship between Boat24 and the user is Zurich.

A.7 Contract duration

A.7.1 The duration of the contract is based on the selected service package and is accordingly 30, 60 or 90 days respectively. Separate notice is not required in this respect.

A.7.2 The right to extraordinary termination remains unaffected.

B. Special provisions for Advertisers

For Advertisers, the provisions of this section apply additionally.

B.1 Contract conclusion

B.1.1 With the placement of the service packages on the advertising platform, Boat24 makes a binding offer to conclude a contract for these products. The Advertiser can initially select the selected service package with no obligation and, by using the corrective aids provided and explained in the ordering process, can correct his entries at any time prior to submitting his binding order. The contract is concluded when the Advertiser accepts the offer via the service package contained in the shopping cart by clicking on the order button. Immediately after sending the order, the Advertiser will receive a confirmation by e-mail.

B.1.2 The binding contract language is German.

B.1.3 The text of the contract is not stored by Boat24.

B.2 Prices and terms of payment

B.2.1 The prices are valid at the time of the order. Special promotions and vouchers cannot be redeemed later.

B.2.2 In our shop you can in principle use the following payment methods:

▪ Credit card (Visa, MasterCard, American Express)

In submitting the order, you also transmit your credit card information to us at the same time. After your legitimization as a legitimate cardholder, immediately after the order we request your credit card issuer to initiate the payment transaction. The payment transaction is automatically performed by the credit card company and charged to your card.

▪ PayPal

In the order process you will be redirected to the website of the online provider PayPal. To be able to pay the invoice amount via PayPal, you must be registered there or first register, gain authorisation using your access data, and confirm the payment order to us. After placing the order in the shop, we request PayPal to initiate the payment transaction. The payment transaction will be carried out automatically by PayPal immediately thereafter. You'll receive more information during the ordering process.

- **Invoice**

The invoice amount is due ten days after receipt of the invoice.

In case of late payment, the Advertiser is obliged to pay the statutory default interest of five percent. Boat24 is also entitled to a lump sum payment of 35 CHF. In addition, the customer must reimburse all dunning and collection expenses incurred for the execution of the claims of Boat24 as well as any pretrial costs. The right to claim further damages remains reserved.

B.3 Services, rights, and obligations of Boat24

B.3.1 Boat24 does not guarantee that the ad platform is always accessible, available, and error free. It will make commercially reasonable efforts to ensure annual platform availability of at least 98.5%, including maintenance related failures. However, due to technical difficulties beyond the control of Boat24, access and transmission delays or outages may still occur. This includes, in particular, acts of third parties that do not act on behalf of Boat24, technical conditions of the Internet which cannot be influenced by Boat24, and force majeure.

B.3.2 The Advertiser grants Boat24 the right to reproduce, alter, publicly reproduce, or disclose to third parties the data deposited by it or generated via the online services of Boat24, insofar as doing so is necessary for the execution of the contract.

B.3.3 Prospect queries submitted via the messaging feature of the ad platform appear to the Advertiser in their customer account. A claim for forwarding the inquiries to the e-mail of the Interested Party does not exist.

B.3.4 Boat24 takes various measures to promote the advertising platform and the individual advertisements, such as publishing the advertisements on partner portals via iFrame and other similar interfaces, creating other language versions of advertisements, marketing and advertising the platform through advertising in print and other media, and SEO and SEA measures. When the advertisements are published on partner portals, there will be no transmission of personal data to the partner portals. A claim to the implementation of specific measures, to a particular quality of the measures or advertisement by Boat24 with specific reference to the Advertiser does not exist.

B.3.5 For the purposes of the previous paragraph, the Advertiser grants Boat24 the simple right, limited to the duration of each ad, to use individual advertisements or extracts thereof and the brands of the advertiser, but in particular not exclusively to translate, duplicate, distribute, to change and to reproduce publicly. The Advertiser may object to this granting of rights at any time for the future.

B.3.6 The further scope of services, including the term of the advertisements, is based on the terms of reference for the respectively ordered service package.

B.4 Setting up, modifying, and deleting ads by the Advertiser

B.4.1 Advertisements must relate to the sale of used boats according to the categories available on the advertising platform. The setting up of advertisements that are subject to providing services (e.g. rental, purchase) is expressly prohibited.

B.4.2 The Advertiser must place the product in the relevant product category. He may not place multiple advertisements about the same product in different categories or a single ad about multiple products, unless the products advertised are one of the main items and accessories, or multiple parts of the same product.

B.4.3 After the advertisement has been set up, the product description can be changed only in cases where the identity of the product remains unchanged. Subsequent changes of the brand and the model are therefore not possible.

B.4.4 The Advertiser must be able to immediately conclude and fulfill a legally binding purchase agreement for the product advertised during the term of the advertisement. The Advertiser must delete the advertisement immediately if the product has been sold or is no longer available for other reasons. It is not permitted to retain the advertisement using additions such as «sold» or similar.

B.4.5 By deleting the advertisement before the expiry of the agreed advertisement duration, the Advertiser is not released from his obligation to pay in accordance with item B.3. Any fees already paid will

not be refunded. This shall apply irrespective of whether the deletion is voluntary or in accordance with section B.5 (4) sentence 2.

B.5 Product description in the advertisement

B.5.1 In the context of the advertisement, the advertised product must be described completely and truthfully. The essential product characteristics (condition, in particular, including any defects) are to be provided.

B.5.2 If the advertisement includes prices, indicate the total prices to be paid including all mandatory fees, taxes (e.g. VAT on sales by contractors) and other price components.

B.5.3 If the ad contains a product image, the product image must correspond to the state of the advertised product and not be misleading to the Interested Party. It is not permitted to use images other than product images (e.g. company logos, logos, telephone numbers, names, keywords).

B.5.4 The display title may contain only the name of the model and the manufacturer. Any additional information must be indicated in the subtitle.

B.5.5 The data deposited by the Advertiser may not contain any scripts or other elements that query or download user data or other data, or automatically access websites or send content to them outside of the advertising platform. It also prohibits the use of scripts that override Boat24 scripts and modify entries in the Windows Registry or that otherwise write data to the user's hard drive. Obfuscation attempts regarding the source code, including the use of the Unescape function in JavaScript, are prohibited.

B.6 Compliance with applicable law, responsibility for the content of the ads, exemption

B.6.1 The sale of the advertised products must be legally permissible.

B.6.2 The Advertiser ensures compliance with all relevant legal regulations when designing the advertisements. If the Advertiser uses pictures, they may not be encumbered with third party rights, or the Advertiser must have a corresponding right of use.

B.6.3 The Advertiser is solely responsible for the content of the advertisements and for the legality, correctness and timeliness of all content stored on the advertising platform. Boat24 does not undertake any content related review of the content stored on the advertising platform.

B.6.4 The Advertiser indemnifies Boat24 from all claims that third parties assert against Boat24 owing to an infringement of their rights through the Advertiser's advertisement or other use of the advertising platform. The Advertiser will indemnify Boat24 against the costs of the necessary legal defense, including all legal and attorney fees. This does not apply if the infringement is not the responsibility of the Advertiser.

B.7 Breaches of contract, account suspension, Termination

B.7.1 Boat24 will periodically check compliance with the obligations set out in paragraphs B.5 to B.7. If it detects a violation of this, it will inform the Advertiser immediately and set a reasonable deadline for the removal of the violation. If the Advertiser fails to comply with this request or fails to do so within the set deadline, Boat24 reserves the right to block or delete the content that is in violation of the agreement or temporarily to exclude the Advertiser from the advertising platform. The blocking takes place after appropriate consideration of the interests of the Advertiser and other concerned parties, in order to counter threatening impairments and / or damages.

B.7.2 The right to extraordinary termination for good cause and the assertion of further claims remain hereby unaffected.

B.7.3 Boat24 is entitled to terminate the contract for good cause without notice and without notice, especially if

- the Advertiser does not comply with the obligations in paragraphs B.5 to B.7 despite a warning and after expiry of the deadline (repeated) or
- seriously and finally refuses to fulfil these duties, or
- the Advertiser is in default of payment of at least 30 days despite a reminder.