

# ShareBoat – Boat Owner Terms of Use

## 1. WELCOME

- 1.1 The [www.shareboat.fr](http://www.shareboat.fr) and [www.shareboat.fr/uk](http://www.shareboat.fr/uk) websites (including their content) and any mobile app for these websites ("Site") are owned and operated by ShareBoat Limited, a company registered in England and Wales (Company No. 09055212) with its registered office address at Third Floor, 207 Regent Street, London, W1B 3HH United Kingdom ("ShareBoat", "we", "us" or "our").
- 1.2 These Terms of Use (together with the documents referred to in it) ("Agreement") explain the terms on which you may access, browse, register an account and/or use ("Use") our Site to advertise and offer boats for rent ("Boats").
- 1.3 By Using our Site in any way, you confirm that you accept this Agreement and that you agree to comply with this Agreement.

## 2. QUICK SUMMARY

- 2.1 We do not authorise you to Use our Site if you are not at least 18 years old.
- 2.2 Please take time to read the Agreement carefully before you start to Use our Site, as the Agreement will apply to your Use of our Site. If you do not accept any Agreement terms, please do not Use our Site. We recommend that you print a copy of this Agreement for future reference.
- 2.3 We may revise this Agreement at any time by amending this page without letting you know. If you continue to Use our Site, you confirm that you accept the modified Agreement and that you agree to comply with it. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## 3. WE ARE ONLY A MARKET PLACE

- 3.1 You are solely responsible for your Use of our Site and any transaction entered into when renting a Boat to a Renter through our Site.
- 3.2 We only act as a market place to allow individual Boat owners and professional Boat managers ("Owners") like you to advertise and offer boats for rent ("Boats") by people who are thinking of renting a Boat ("Renters") and want to search, view advertising of, and obtain information about Boats. We also offer online booking and payment facilities/services as well as communication tools to allow Owners to receive bookings, payments online, and communicate with Renters through our Site.
- 3.3 This means that we do **not** (a) enquire, book and/or pay for the rental of your Boat for and on behalf of a Renter, (b) we do **not** contract for (i.e. we are not a party to any

Boat rental transaction or agreement between you and a Renter) in respect of any Boats you list on our Site ("Listing"), and/or (c) mediate in any disputes between you and a Renter.

- 3.4 You are allowed to require Renters (at your discretion) to enter into a separate rental agreement with you (before or after) a Renter Uses our Site to book a Boat and such agreement can include additional legal terms on the Renter's booking.

## 4. OUR LISTING TERMS

- 4.1 You must only list Boats that you have the right to rent to a Renter. Each Listing must relate to an individual and uniquely identified Boat. Photographs included in a Listing must depict your Boat as the main subject of the photograph.
- 4.2 You warrant, represent and undertake that (a) all information you provide to us is accurate, up-to-date, not misleading and not fraudulent including (but not limited to) any and/or all representations about the Boat you list with us, its description, facilities, location, rates, and its availability for a specific date or range of dates, (b) you maintain in force adequate and appropriate insurance to cover your liability under this Agreement and you will do nothing to invalidate any such insurance policy. Please note that if you have any questions about what insurance is appropriate or if you have any other questions about this requirement, please do not hesitate to contact us by email to [contact@shareboat.co.uk](mailto:contact@shareboat.co.uk) and we will do our best to help you, and (c) any Boats in your Listings are seaworthy, safe, clean, regularly maintained and, where relevant, that you hold a valid licence for them.
- 4.3 After you create your Listing, you must (a) keep all information accurate, up-to-date, not misleading and not fraudulent for the entire time the Listing remains on our Site, and (b) use only the online booking and payment facilities/services as well as communication tools that we offer through our Site in order to receive bookings, payments online, and communicate with Renters.
- 4.1 **You must request a Renter to provide their Boat licence. You must refuse to rent a Boat to any Renter who does not hold the appropriate licence.**
- 4.2 In order to improve our Site, we are free to create new descriptions, or otherwise change, the location or geographic descriptions we use to identify Boats in their Listings and search results. This means that we may change the location or geographic description associated with any Listing. This does not mean that we assume any responsibility to verify any of your Listing content or the accuracy of the location. You are solely responsible for ensuring the accuracy of your Listing content and

location or geographic descriptions and agree to promptly correct any inaccuracies.

4.3 You must keep your account login details secret and not pass them on to third parties and/or use them to provide shared access for example over a network. Your password must be unique to your Use of our Site. This means that you must not use the same password that you use for another site or email account. We do not ask you to disclose this data. **If a third party contacts you asking for your login details, do not disclose this data under any circumstances. Instead, you must immediately notify ShareBoat of the situation by contacting us through the Contact us page on [www.shareboat.fr](http://www.shareboat.fr) or [www.shareboat.fr/uk](http://www.shareboat.fr/uk). Also, if you notice that your account is being used by an unauthorised third party, you must change your password and immediately report the matter to ShareBoat by contacting us through the Contact us page on [www.shareboat.fr](http://www.shareboat.fr) or [www.shareboat.fr/uk](http://www.shareboat.fr/uk).**

4.4 We do not tolerate spam or unsolicited commercial electronic communications of any kind. You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through our Site or through any Site-related communication, transaction or software, we have granted to you a licence to use such information only for (a) Site-related communications that are not unsolicited commercial messages, (b) using services offered through our Site, and (c) enquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of our Site (such as responding to a booking enquiry or charging a personal credit card). Any other purpose, including (i) disclosure to a third party, and/or(ii) adding a user to your mailing list will require the express permission of a user.

4.5 You agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorised transfer of such information.

4.6 You must not (a) refer to ShareBoat or any ShareBoat affiliate in any way that might lead someone to believe that you, another Owner, Boat, Listing or website is sponsored by, affiliated with, and/or endorsed by ShareBoat or any ShareBoat affiliate, or (b) substitute a Boat in a Listing for another Boat without our prior consent. Prohibited substitution activities include (without limitation) (i) changing the Boat which is displayed in a Listing as that Boat becomes booked, and/or (ii) leeching i.e. offering a Renter who enquires through our Site a different Boat than the one which is displayed in the relevant Listing.

## 5. YOUR RIGHT TO USE OUR SITE IS LIMITED

5.1 We grant you a limited, revocable, non-exclusive, non-sublicensable licence to (a) Use our Site, (b) view, copy and/or print portions of our Site, (c) view, copy and/or print (i) any Boat rental reviews, comments, suggestions, questions by Renters or the like, and Owner responses to such reviews, comments, suggestions and/or questions or the like, (ii) any and/or all text, images and any other content including (without limitation), any and/or all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and their arrangement whether related to Boats offered for rent or otherwise, and/or (iii) any of our figurative (e.g. logos) and/or word marks (e.g. "Shareboat") or any other of our proprietary figurative and/or word marks ("Trade Marks") ("Content"), (d) perform the activities permitted by this Agreement, and/or (e) for any other purpose clearly stated on our Site. You must not undertake any activities not covered by this licence.

5.2 Also, our Licence is subject to the following: (a) any displays and/or printouts of our Site and/or its Content must be marked "**©2014–Present, ShareBoat Limited. All rights reserved.**", (b) you may not remove any copyright, trademark, and/or other proprietary notices that have been placed on our Site and/or its Content, (c) you may not reproduce, prepare derivative works from, distribute and/or display our Site and/or its Content (except for page caching), except as provided by this Agreement. Except as expressly permitted above, any Use of any portion of our Site and/or its Content without our prior written permission is strictly prohibited and will terminate this licence. Any such unauthorised Use may also infringe and/or violate local, national and/or international laws ("Laws"). Unless explicitly stated in this Agreement, nothing in this Agreement may be construed as conferring any licence to our intellectual property rights in any way whatsoever. You represent and warrant that your Use of our Site and/or its Content or any portion of it will be consistent with this licence and will not infringe and/or violate the rights of any other party or breach any contract or legal duty to any other parties and/or infringe and/or violate any Laws.

## 6. OTHER PROHIBITED ACTIVITIES

6.1 The above licence does not allow you to (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, and/or sell or re-sell any Content, software, products, or services obtained from or through our Site, (b) make and/or Use our Site and/or its Content to make, any speculative, false, or fraudulent reservation, reservation request and/or any reservation in anticipation of demand, (c) access, monitor, reproduce, upload, republish, distribute, transmit, display and/or copy our site and/or its Content using data mining, robots, spiders, scrapers or other automated means or any

manual process for any purpose without our express written permission, (d) violate the restrictions in any robot exclusion headers on our Site and/or bypass or circumvent other measures employed by us to prevent and/or limit access to our Site, (e) take any action that imposes, or may impose (in our discretion) an unreasonable and/or disproportionately large load on our infrastructure that adversely affects the performance of our Site, and/or infringes and/or violates the rights of any third party, (f) deep-link to any portion of our Site (for example, the purchase path for any rental services) for any purpose without our express written permission, (g) "frame", "mirror" or otherwise incorporate any part of our Site into any other website without our prior written permission, (h) take any action that may undermine the feedback, ratings and/or review systems, including posting false, inaccurate and/or misleading feedback, ratings and reviews, and/or (i) sell, offer for sale, transfer, and/or license any portion of our Site and/or its Content in any form to any third parties and/or (j) post or transmit any false, inaccurate, misleading, unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any Laws.

## 7. SUBMITTING CONTENT TO OUR SITE

7.1 We appreciate hearing from you. Please be aware that by submitting content to our Site by electronic mail, postings on our Site or otherwise (for example, any Boat rental reviews, questions, comments, suggestions, ideas or the like contained in any submissions ("**Submissions**"), you grant us, our affiliates and/or other third parties a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or devised in the future, and (b) use the name that you submit in connection with such Submission. You acknowledge that we may choose to provide attribution of your Submissions at our discretion, and that such Submissions may be shared with our affiliates and/or other third parties. You also grant us the right (to be exercised in our absolute discretion) to pursue under any Laws any person or legal entity that violates your or our rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential. We have no obligation to post any of your Submissions. We reserve the right in our absolute discretion to determine which Submissions (if any) are published on our Site. If you do not agree to these terms, please do not provide us with any Submissions whatsoever.

## 8. YOUR SUBMISSIONS RESPONSIBILITIES

8.1 You are prohibited from uploading, posting or transmitting or otherwise publishing to or from our Site (a) any Content that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable, (b) any Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any Laws, (c) any Content that may infringe any intellectual property rights of any party, (d) any Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or legal entity, (e) unsolicited promotions, political campaigning, advertising or solicitations, (f) private information of any third party, including, without limitation, addresses, phone numbers, email addresses, social security numbers and credit card numbers, (g) viruses, corrupted data or other harmful, disruptive or destructive files ("**Viruses**"), and/or (h) any Content that (in our absolute discretion) is objectionable or which may expose us or our affiliates or users to any harm or liability of any type.

## 9. WE CAN TERMINATE YOUR LISTING

9.1 In the event of any breach of this Agreement by you, we reserve the right to suspend, down-tier and/or terminate the relevant Listing or all Listings associated with you. We assume no duty to investigate any complaints.

## 10. LINKS TO OUR SITE

10.1 We grant you a limited, revocable, non-exclusive, non-sublicensable right to create a text hyperlink to our Site for non-commercial purposes, provided such link does not portray us or any of our products and/or services in a false, misleading, derogatory or otherwise defamatory way and provided further that the linking website does not contain any adult or illegal material and/or any material that are offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use any of our Trade Marks to link to our Site without our express written permission. You may also not use, frame or utilise framing techniques to enclose any of our Trade Marks, including, for example, found on our Site and/or its Content, without our express written consent. Except as noted above, you are not given any right whatsoever in any of our intellectual property rights and/or any of the intellectual property rights of any third party without our prior written permission or such other party.

## 11. LINKS TO OTHER SITES

11.1 Our Site contains hyperlinks to websites operated by parties other than us. Such hyperlinks are provided for your reference and convenience only. We do not control

such websites and are not responsible for their content and/or the privacy or other practices of such websites. Also, it is up to you to take precautions to ensure that whatever links you select or software you download from such websites are free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not constitute nor imply any endorsement whatsoever of the material on such websites or any association with their operators by us.

## 12. INTELLECTUAL PROPERTY

12.1 The Content found on our Site, as well as, the infrastructure used to provide such Content is proprietary to us or our Suppliers and providers or its licensors or users and are protected by Laws. Except as permitted by this Agreement, you are not allowed in any way whatsoever to use such Content, as well as, such infrastructure.

## 13. PRIVACY

13.1 We believe in protecting your privacy. Please [click](#) [NOTE: Insert hyperlink] here to review our Privacy Policy.

## 14. INDEMNIFICATION

14.1 You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties and/or any other costs and/or expenses of any kind or nature including but not limited to reasonable legal fees and costs, brought by any person or third parties as a result of (a) your breach of this Agreement, (b) your violation of any Laws and/or the rights of a third party, and/or (c) your Use of our Site and/or its Content.

## 15. NO LIABILITY

15.1 **Death & Personal Injury:** We do not exclude or limit our liability for (a) death or personal injury caused by our negligence, or (b) fraudulent misrepresentation.

15.2 **No Checks:** Subject to Section 15.1, we do not conduct any Renter identity checks or any other checks whatsoever in respect of the Renters. We are not liable for the confirmation of any items that could be confirmed by any such checks. You are fully responsible for performing any such checks.

15.3 **Owner Rental Contracts:** Subject to Section 15.1, we do not contract for (i.e. we are not a party to an Owner rental transaction and/or Rental Contract between you and a Renter) in respect of any Boats listed on our Site, and/or (c) mediate in any disputes between you and a Renter. We are not liable for any such rental transaction and/or Rental Contract. You are fully responsible for ensuring that you are comfortable with entering into a

transaction with a Renter and/or signing a Rental Contract.

15.4 **Boat Errors:** Subject to Section 15.1, our Site and/or its Content may include inaccuracies and/or errors ("**Errors**") in relation to Boats listed on our Site. Such Errors may relate to the information and description of the Boats. This may include Errors in (but not limited to) such information, description, pricing, availability, photographs, list of Boat features, reviews and ratings etc. We do not guarantee nor warrant the accuracy of such information, description, pricing, availability, photographs, list of Boat features, reviews and ratings etc. These are provided on 'as is' basis and any warranties (including any implied warranties of suitability for purposes, merchantability, fitness for a particular purpose, title and non-infringement) and guarantees are hereby excluded to the extent allowed by Laws. We exclude any liability for any such Errors.

15.5 **Your Submissions:** Subject to Section 15.1, you are fully responsible for the content of your Submissions. We take no responsibility and assume no liability for any Submissions posted, stored or uploaded by you on our Site. We take no responsibility and assume no liability for any Submissions posted, stored or uploaded by you on our Site, or for any loss or damage thereto, nor are we liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. We reserve our right, and have absolute discretion, to remove, screen or edit without notice any Submissions posted, stored or uploaded by you on our Site at any time and for any reason. You will be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from any of the Submission posted, stored or uploaded by you on our Site. You acknowledge that we may exercise are rights (e.g. use, publish, delete, edit and modify) to any Submissions posted, stored or uploaded by you on our Site without notice to you.

15.6 **Indirect Losses:** Subject to Section 15.1, we are not liable for any indirect, punitive, incidental, special or consequential losses arising out of or in connection with (a) your Use of our Site and/or its Content (including, but not limited to, your reliance upon your Content Submissions), (b) any viruses, corrupted data or other harmful, disruptive or destructive files ("**Viruses**") , (c) software, (d) information, and/or (e) linked websites even if we have been advised of the possibility of such losses.

15.7 **Total Liability:** If, despite the exclusions and limitations above, we are found liable by a court of law or regulatory authority for any loss or damage which arises out of or in connection with any of the occurrences described above, then our aggregate liability will in no event exceed the higher of, (a) the Commission received

by us in respect of the Boat rental which gave rise to the liability, or (b) £100.00).

### 16. NOTICES & ENQUIRIES

- 16.1 **A Team Close to You:** We are committed to being as close to our users as possible. We want to offer the easiest way to reach us in any situation. For all notices and enquiries, you can find our direct contact details (including professional email addresses and mobile contacts) by clicking on Contact us [\[NOTE: Insert link of the Contact us page\]](#).
- 16.2 **Customer Enquires & Feedback.** You can contact our team by clicking Contact us [\[NOTE: Insert link of the Contact us page.\]](#) for customer enquiries if (a) you have any enquiries about how our Site works, or (b) you are having difficulties when signing up to an Account. You are most welcome to provide us with any comments/feedback and suggestions about your experience of Using our Site.
- 16.3 **Legal & Security notices.** You can contact our team for legal and security notices including (a) copyright infringements, (b) accidents, or (c) threatened proceedings by an Owner, by clicking [\[NOTE: Insert link to the Contact us page.\]](#).
- 16.4 **Personal Data Enquiries.** You can contact our team for any personal data enquiries by clicking [\[NOTE: Insert link to the Contact us page\]](#).
- 16.5 **Media & Press Enquiries.** You can contact our team for any Media and Press enquiries by clicking [\[NOTE: Insert link to the Contact us page\]](#).