

## 1. WELCOME

- 1.1 These [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, 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. 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 year 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 you enter into when renting a boat through our Site.
- 3.2 We only act as a market place to allow boat renters like you ("**Renters**") to search, view advertising of, and obtain information about boats offered for rent ("**Boats**") by others including individual boat owners and professional boat managers ("**Owners**"). We also offer online booking and payment facilities/services as well as communication tools to allow Renters to book, pay online and communicate with Owners through our Site.
- 3.3 This means that we do **not** (a) own and/or manage any of the Boats listed on our Site, (b) contract for (i.e. we are not a party to a Boat rental transaction or agreement between you and an Owner) in respect of any Boats listed on our Site, and/or (c) mediate in any disputes between you and an Owner.

## 4. YOUR ACCOUNT

- 4.1 In order to Use our Site to communicate with an Owner, reserve a Boat, and/or pay online for a reservation, you need to register on our Site and obtain a user account for our Site ("**Account**").
- 4.2 In order to register and obtain an Account, you must follow all of the instructions given by us during the registration process. You can sign up for an Account using a personal email address or using your Facebook or Google Plus login credentials.
- 4.3 Your Account will include information that may be made publicly available to other users of our Site and such publicly available information can also be seen by other Internet users not registered with us, for example, it may show up in Google search engines.

## 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 and/or its content (for example, pricing, and availability of Boats listed on our Site and/or third-party services, all text, images, Trade Marks (as defined in Section 11)) and any other content contained on our Site, including, (for example) 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 ("**Content**"), (c) perform the activities permitted by this Agreement, and/or (d) for any other purpose clearly stated on our Site. You cannot undertake any activities not covered by our licence.
- 5.2 Also, our licence is subject to the following: (a) you may only view, copy and/or print portions of our Site and/or its Content for your own informational, personal and non-commercial Use only, (b) you may not modify or otherwise make derivative Uses of our Site and/or its Content or any portion of it, (c) any displays and/or printouts of our Site and/or its Content must be marked "**©2014-Present, ShareBoat Limited. All rights reserved.**", (d) you may not remove any copyright, trademark, and/or other proprietary notices that have been placed on our Site and/or its Content, (e) you may not Use any data mining, robots or similar data gathering or extraction methods, and (f) you may not reproduce, prepare derivative works from, distribute or display our Site and/or its Content (except for page caching), except as provided herein. 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 the licence we grant to you. Any such unauthorised Use may also violate local, national and/or international laws ("**Laws**"). Unless explicitly stated herein, nothing in this Agreement may be construed

as conferring any licence to our intellectual property rights in any way whatsoever. This licence is revocable at any time. 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 or violate the rights of any other party or breach any contract or legal duty to any other parties 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) use this Site and/or its Content for any commercial purpose, (c) make and/or Use our Site to make, any speculative, false, or fraudulent reservation, reservation request and/or any reservation in anticipation of demand, (d) access, monitor, reproduce, upload, republish, distribute, transmit, display and/or copy any Content on our Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission, (e) 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, (f) take any action that imposes, or may impose (in our discretion) an unreasonable and/or disproportionately large load on our infrastructure, adversely affects the performance of our Site, and/or infringes on our intellectual property rights or those of third parties, (g) 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, (h) "frame", "mirror" or otherwise incorporate any part of this Site into any other website without our prior written permission, (i) take any action that may undermine the feedback, ratings and/or review systems, including posting false, inaccurate and/or misleading feedback, ratings and reviews, (j) 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 (k) post or transmit any false, inaccurate, misleading, unlawful, threatening, libelous, 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 and our affiliates or other third parties a worldwide 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, (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 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, libelous, 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. OWNER RENTAL CONTRACTS

9.1 Following your reservation(s), an Owner may require you to sign his own rental agreement and/or liability waiver ("**Rental Contract**") prior to providing you with access to his Boat. Please read such a Rental Contract carefully before you sign it. Such a Rental Contract may place additional legal terms on you that you will need to comply with.

## 10. SUPPLIER CONTRACTS

10.1 If you want to reserve through our Site any products and/or services offered by third-party suppliers ("**Suppliers**") in addition to your Boat Rental (for example, transportation services, check-in/check-out services, concierge services, arranging activities), such a Supplier may require you to sign his agreement ("**Supplier Contract**") before he provides you with any such products and/or services. Please read such a Supplier Contract carefully before you sign it. Such a

Supplier Contract may place additional legal terms on you that you will need to comply with.

## 11. LINKS TO OUR SITE

11.1 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 figurative (e.g. logos) and/or word marks (e.g. "ShareBoat") or any other of our proprietary figurative and/or word marks ("**Trade Marks**") to link to our Site without our express written permission of. 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 the prior written permission of any such third party.

## 12. LINKS TO OTHER WEBSITES

12.1 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 imply any endorsement of the material on such websites or any association with their operators by us.

## 13. INTELLECTUAL PROPERTY

13.1 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 whatsoever to use of such Content, as well as, such infrastructure.

## 14. PRIVACY

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

## 15. INDEMNIFICATION

15.1 You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties and/or 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 or the rights of a third party, and/or (c) your Use of our Site.

## 16. OUR LIABILITY

16.1 **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.

16.2 **No Checks:** Subject to Section 16.1, we do not conduct any identity and Boat permit checks (or any other checks whatsoever in respect of the Boats listed on our Site and their Owners (for example, the quality, condition, safety and/or legality of the Boats listed, the ability of Owners to rent any of the Boats they list) 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.

16.3 **Owner Rental Contracts:** Subject to Section 16.1, we do **not** contract for (i.e. we are not a party to an Owner rental transaction and/or Rental Contract between you and an Owner) in respect of any Boats listed on our Site, and/or (c) mediate in any disputes between you and an Owner. We are not liable for any such Owner rental transaction and/or Rental Contract. You are fully responsible for ensuring that you are comfortable with entering into a transaction with an Owner and/or signing a Rental Contract.

16.4 **Supplier Contracts:** Subject to Section 16.1, we do **not** contract for (i.e. we are not a party to Supplier transaction and/or Supplier Contract between you and a Supplier) in respect of any products and/or services offered through our Site, and/or (c) mediate in any disputes between you and an Owner. We are not liable for any such Boat rental transactions or agreements (e.g. Owner rental. You are fully responsible for ensuring that you are comfortable with signing any such Boat rental transactions or agreements.

16.5 **Boat Errors:** Subject to Section 16.1, our Site 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 listed on our Site. This may include Errors in such information, description, pricing, availability, photographs, list of Boat features, reviews and ratings etc. We do not guarantee 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). We exclude any liability for any such Errors.

- 16.6 **Supplier Errors:** Subject to Section 16.1, our Site may include Errors in relation to products and/or services offered by Suppliers in addition to your Boat Rental. Such Errors may relate to the information and description of such products and/or services. This may include the information, description, pricing, photographs, reviews and ratings etc. We do not guarantee the accuracy of such information, description, pricing, photographs, reviews and ratings etc. These are provided on 'as is' basis and any warranties (including any implied warranties of suitability for purpose, merchantability, fitness for a particular purpose, title and non-infringement). We exclude any liability for any such Errors.
- 16.7 **Your Submissions:** Subject to Section 16.1, 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.
- 16.8 **No Responsibility for Owners and Suppliers:** The Owners and Suppliers are independent contractors and not our agents or employees. Subject to Section 16.1, we are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Owners and Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. We have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond our direct control.
- 16.9 **Indirect Losses:** Subject to Section 16.1, 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 (including, but not limited to, your reliance upon Submissions posted, stored or uploaded on our Site), (b)

any Viruses, (c) software, (d) information, (e) products and/or services provided by Suppliers, (f) linked sites even if we have been advised of the possibility of such losses.

- 16.10 **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 any way connected with any of the occurrences described above, then our aggregate liability will in no event exceed the higher of (a) the booking fee you have paid via the Site as a Renter in respect of the Boat rental that give rise to the liability, or (b) £100.00).

## 17. NOTICES & ENQUIRIES

- 17.1 **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 [\[NOTE: Insert link of the Contact us page\].](#)
- 17.2 **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, (b) you are having difficulties when signing up to an Account, or (c) you are having issues with finding a Boat or you have any enquiries about the best deals in a given area. You are most welcome to provide us with any comments/feedback and suggestions about your experience of Using our Site.
- 17.3 **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 [\[NOTE: Insert link to the Contact us page\].](#)
- 17.4 **Personal Data Enquiries.** You can contact our team for any personal data enquiries by clicking [\[NOTE: Insert link to the Contact us page\].](#)
- 17.5 **Media & Press Enquiries.** You can contact our team for any Media and Press enquiries by clicking [\[NOTE: Insert link to the Contact us page\].](#)