

SKIPPERI.FI – TERMS OF USE

Welcome to our service (hereinafter “**Service**”) through which boat owners (hereinafter “**Owner**”) can rent their boats to lessees (hereinafter “**Lessee**”). Hereinafter the Owners and the Lessees may collectively be referred to as “**user**” or “**you**”.

The Service is operated by the Finnish limited liability company Harmaja 10 Oy (business ID: 2789909-5) that has its principal office at Veneentekijäntie 16, 00210 Helsinki, Finland (hereinafter “**us**” or “**Company**”). Before you can use the Service or create an account in the Service (hereinafter “**Account**”), you must accept these terms of service and our privacy policy, which together shall be hereinafter referred to as an “**Agreement**”.

1. GENERAL

We are a service provider for the users. Thus, we only provide information about the Service to the users and act as an intermediary for payments between the users. In addition, we are in charge of the customer service of our Service.

This Agreement is supplemented by a rental agreement concluded through the Service between the Owner and the Lessee (hereinafter “**Rental Agreement**”). In the event of discrepancy between this Agreement and the Rental Agreement, the Rental Agreement shall prevail.

We reserve the right to change this Agreement. We shall notify you of any changes made to this Agreement through email or the Service. Possible changes shall take effect 14 days after the notification. By using the Service after the changes, you accept all changes as legally binding.

If you do not comply with this Agreement, we may delete your Account.

We may, at our own discretion and without a prior notice, at any time and for any reason stop the provision of the Service or a part of the Service to you or all users in general.

You may not use the Service if you are deemed incompetent under law and/or prohibited from using the Service under any applicable law.

2. CREATING AN ACCOUNT

Renting a boat and notifying your boat for rent through the Service requires an Account. You can create an Account by following the registration link and providing us with all required information. In order to start using your Account, you must verify the Account by clicking the link that is automatically sent to your email address.

It is free to register as a user and notifying your boat for rent through the Service.

When establishing the Account, you must identify yourself through your bank account or other similar means of identification.

Users are solely responsible for all activities performed through the Account and for the safe use, maintenance, confidentiality and all other such matters in regard to their Account’s passwords. If you

become aware that someone else has used your Account, you must notify us immediately of the matter through email at customersupport@skipperi.com.

It should be noted that the Lessee is required fill up a boating CV in connection with the creation of the Account. In the boating CV the Lessee is obliged to disclose e.g. what are his/her skills and experience as a boater.

3. HOW DOES THE SERVICE WORK?

Users can register themselves as either Owners or Lessees.

Notifying a boat for rent

Once the Owner has an Account, he/she may notify his/her boat for rent through the Service (hereinafter "**Notification**"). When the Owner wishes to put up a Notification, the Owner has an obligation to disclose, through the Service, all required and necessary information in regard to renting and using of the boat of the Notification.

The Owner is responsible for ensuring that the Notification complies with all applicable laws, the Agreement and other instructions given through the Service.

Publishing Notifications

We publish the Notifications through the Service once the Owner has adequately provided all required information and chosen to publish the Notification.

If the Notification is unlawful, incomplete or in violation of this Agreement or other instructions given through the Service, we may at our sole discretion decide not to publish the Notification.

It should also be noted that we may, for any reason, decide not to publish the Notification and we are not responsible for letting you know the reason for the non-publication.

Renting a boat

When the Lessee finds a suitable boat for a desired time, he/she may make a pre-booking of the boat.

The Owner will be notified through the Service and email of the pre-booking and relevant information of the Lessee. The Owner may then review the information and decide whether or not he/she wants to rent his/her boat for the Lessee.

If the Owner accepts the reservation:

- the Service automatically creates an electronic Rental Agreement between the Owner and the Lessee; and
- the Lessee must pay as a booking fee either 30% of the total rent or if the rental period begins in less than 28 days, the Lessee must pay the whole rent at once.

Miscellaneous

Users can message each other through the Service. All communications must be appropriate.

The Lessees may review the boats they rent and the Owners they rent the boats from. In addition, the Lessee may provide free feedback. The Owners may also review the Lessees and give feedback to them. The averages and feedback of boat ratings and reviews about Owners are displayed to all users, and the reviews and feedback given about the Lessees are displayed to the Owners upon reservation.

4. SKIPPERI PREMIUM

Where and if available, the Owner may purchase Skipperi Premium, which allows the Owner to access the following services provided by our partners (hereinafter “**Partners**”):

- Partners inspect the boat;
- Partners inform and instruct the Lessees orally and in writing about the features, use and other essential aspects of the boat and the use of the boat;
- Partners hand over the boats to the Lessees at agreed times and receive them from the Lessees when they are returned after the rental; and
- Partners take appropriate pictures of the boats before they are handed over to the Lessees and after they are received from the Lessees.

Our Partners are solely responsible to users for their own actions. Thus, in possible fault situations in regard to Skipperi Premium, the users must be in contact directly with the Partners. However, if the user decides to contact us instead, we will assist the user with all reasonable means.

The Owner does not make separate payments for Skipperi Premium to our Partners, but the surcharges of Skipperi Premium are paid to us as larger commissions. See Section 8 for more information about the charges.

5. GENERAL RESPONSIBILITIES OF THE USER

The user agrees to use the Service only for the purposes that are permitted in this Agreement, Rental Agreement and in any applicable law.

It is forbidden to choose a user name for the Account that violates good practice and/or violates the rights of others. We have the right to delete an Account if a user violates this Agreement, law or good practice or has not signed in to the Service for 12 months.

The user agrees not to take up any actions that disturb or in any other way hinder the Service or its servers or networks.

The users are solely responsible for all communications to the authorities, as well as for all taxes, parafiscal charges and other charges arising from applicable laws.

The Service may contain links to third party websites. When you visit third party websites, you do so on your own responsibility and risk.

The user agrees not to send, transmit or store material through the Service that is in violation of good practice or law. The user also agrees not to incite others to engage in any such activities. Furthermore, the user agrees not violate anyone's intellectual property rights through the Service.

The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of the Company and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of the Company. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

The user will grant us all current and future financial rights to the material the user has provided to the Service. We may further transfer the above rights and modify the material contained in the Service at our sole discretion. The user shall have access to the material provided to the Service.

6. RIGHTS AND OBLIGATIONS OF THE OWNER

The Owner agrees to describe his/her boat through the Service in a truthful, accurate and sufficiently broad manner. In addition, the Owner agrees to provide the Service with only the information that is right, adequate, accurate and up to date. The Owner also agrees to update any and all changes in the information he/she has provided to the Service.

The Owner ensures that he/she has all necessary rights and possibilities to offer his/her boat for rental.

The Owner must always ensure that the boat is fit and safe enough to be rented under all relevant laws.

The Owner may delete his/her Notification at any time. The deletion of a Notification does not however relieve the Owner of his/her obligations under a valid Rental Agreement.

The Owner is responsible for the contents of the Rental Agreement and the pricing of his/her boat.

The boat must be properly insured before the Owner has a right to make a Notification of the boat through the Service. Typically, normal boat insurance does not cover any damage caused by renting. The Owner must check the insurance coverage of the insurance from his/her own insurance company.

It is the Owner's responsibility to be aware of all relevant laws, taxation and the like in regard to renting of boats.

All services provided through the Service must comply with applicable laws and regulations. If the laws or official regulations apply to the characteristics of the boat used to provide a boat rental service or the qualifications of the persons responsible for the production and execution of a rental boat service, the Owner shall demonstrate that the rental boat service meets these requirements before publishing a Notification through the Service.

Up to date minimum requirements for using the Service are displayed on the Service. However, it is the responsibility of the Owner to ensure that the instructions are up to date and cover all the features of the Owner's current boating service.

In addition to the current regulatory requirements, we may require separate additional requirements for the use of the Service. However, such requirements are always visible and available through the Service.

It is advisable that the Owners discuss with the Lessees before accepting any rentals. The Owners have a right to cancel a reservation even after having accepted it if there arises anything suspicious about the Lessee's capabilities or carefulness in renting a boat.

The Owner must hand out the boat to the Lessee in a good and legal condition and at the agreed time and place. In addition, the Owner is obliged to give the Lessee sufficient guidance and instructions on the use of the boat.

It is advisable for the Owner to check the boat carefully when handing it over and receiving it back after the rental.

The Owner has a right to have the Lessee agree on a penalty fee for not cleaning the boat after the rental. The matter must be agreed on in the Rental Agreement.

The Owner can freely and independently price his/her services and change his/her pricing when he/she wants, but not for already paid boat rental services. The total price of the rental must always be reported to the us.

It should be noted that the Owner's liability will be reduced if the Owner uses Skipperi Premium. In this case the Owner's responsibility for the actions of the Partners will be transferred to the Partners as appropriate.

7. RIGHTS AND OBLIGATIONS OF THE LESSEE

The Lessee agrees to provide only truthful, accurate and adequate information when filling up the boating CV. The Lessee also agrees that he/she will only provide truthful, accurate and up to date information to the Service and to other users. Furthermore, the Lessee agrees to update his/her information whenever it is necessary.

The Lessee ensures that he/she has all necessary rights and possibilities to adequately rent a boat.

Renting a boat requires the Lessee to take care of the boat as if it were his/her own. While using the boat, the Lessee must always take into consideration the other boaters and ensure the safety of his/her own passengers.

The Lessee must fill up the boating CV with care so that the Owners receive a truthful picture of the Lessee's skills and experience. It is advisable that the boating CV includes references of persons who know the Lessee's boat experience and can recommend the Lessee to the Owners.

The handing over of the boat and the related guidance will take place within the agreed rental period. Unless the Lessee receives the boat as agreed or there are defects or deficiencies in the boat, he/she

may require a rent reduction corresponding to the delay or error. The Lessee may terminate the Rental Agreement unless the error is corrected or if the error or delay is not remedied within a reasonable time.

The Lessee is responsible for the cleanliness and maintenance of the boat. The Owner may specify a penalty fee for not cleaning the boat, which is charged if the instructions for cleanliness have not been followed.

The Lessee must always follow the Owner's instructions for final cleaning and return.

It is advisable to carefully inspect the boat during the handing over and return of the boat.

The Lessee's liability for damages and measures in the event of an error, damage or theft will be further specified in the Rental Agreement.

8. FEES OF THE SERVICE AND BROKERAGE FEE

General

When the Owner puts his/her boat up for rent through the Service, he/she authorizes us to act as his/her agent in accepting payments from the Lessees on behalf of the Owner. The Owner agrees that all payments received by us on behalf of the Owner will be deemed to be the same as if they were paid directly to the Owner by the Lessee. Despite the suspension of payments, the Owner agrees to deliver the boat to the Lessee in accordance with the relevant Rental Agreement.

When the Lessee uses the Service to rent boats, the Lessee authorizes us to pass on payments to the Owner on the Lessee's behalf.

All payments are made with Adyen (see <https://www.adyen.com/>) or Checkout (see <https://checkout.fi/>). Online payments and card payments may be used as payment methods.

At the time when the Lessee selects to rent a boat through the Service, the Lessee shall pay as a booking fee equaling to 30% of the whole rent and a possible deposit the Owner may require of the Lessee. The remaining rent must be paid 28 days before the start of the rental period. If the reservation is made less than 28 days before the start of the rental period, the entire rental fee and any security deposit required by the Owner must be paid immediately upon booking. We will return to the Lessee any security deposit that may have been paid when the boat has been returned in the same condition as it was at the time of delivery.

All rental income and security deposits will be deposited to our client funds account. Rental income is transferred to the Owner's account within 24 – 48 hours after the last day of the rental period. At the same time, we charge our brokerage fee from the rental income.

Our brokerage fee is 13,5% (+ VAT) of the total rent paid by the Lessee.

When the Owner purchases Skipperi Premium, our brokerage fee is 29% (+ VAT) of the total rent paid by the Lessee.

Fees in case of potential disputes

If, after the Rental Agreement is concluded and before the rental period is over, a boat malfunctions for reasons beyond the Lessee's control, or the Lessee is unable to utilize the boat under the Rental Agreement for any reason related to the characteristics of the boat or the Owner's activities, the Lessee shall inform us immediately. In such a situation, rental income will not be paid to the Owner. The Lessee's error notification starts a 30-day negotiation period (hereafter "**Negotiating Period**"), during which the parties may seek to resolve the dispute by negotiation. If the negotiations do not lead to a solution within this 30-day period, the fee paid by the Lessee, minus our brokerage fee, and the Lessee's deposit will be returned to the Lessee's account.

The parties shall comply with Section 11 in disputes.

9. OUR RIGHTS AND OBLIGATIONS

We are responsible for the proper transmission of all payments made through the Service, including e.g. refunds and cancellations. For the sake of clarity, however, it is stated that we are not in any case responsible for whether or not the Owner or the Lessee will make payments that are under his/her responsibility. The payment of such fees is entirely the user's responsibility.

The Rental Agreement may be concluded only between the Owner and the Lessee. We are and cannot be a party to the Rental Agreement.

We are not responsible for the performance and non-performance of the users. Under no circumstances shall we be liable for damages, accidents or crimes that occur during the rental of boats or in connection with the Service. Under no circumstances shall we be liable for any direct or indirect damages in any manner whatsoever related to the Service or its use or to the information and announcements made available through the Service. Furthermore, we shall not be liable for any damages or other disadvantages that may be caused to users or third parties by incorrect or inadequate user information.

We are not responsible for the non-payments of users, agreements between the users, taxation of the users or insurances.

We are not responsible for any losses arising from the use of the Service. The users agree to be solely responsible for any failure to comply with their obligations under this Agreement.

We make no express or implied warranties or representations about the operation of features of the Service and we do not promise that the Service will function without interruption or error.

We have a right to disable the Service or a part of it due to maintenance, installation, modification, public order and safety, system overload or other similar cause.

We are not responsible for the content of the Service or its correctness, except for the content generated by us. Thus, we are not responsible for e.g. information the users disclose through the Service or whether a user is competent before law.

We are not responsible for any damages to the user or third parties caused by the use, malfunctions, technical defects or malicious software of the Service or third party links or any other such causes.

We have the right to remove material (i) that has been denied or reported by us in the Service, or (ii) which, in our view, is unlawful, contrary to good practice or this Agreement, inappropriate or erroneous, or (iii) harmful to us, users, or third parties. We also have the right to remove material from the Service if the material contains any legally questionable or offensive information or content that is inappropriate for our brand.

We are not be liable for any actions, speeches or other similar interactions of Partners towards the users, or for any loss or loss in connection therewith. In the event of any dispute between users and Partners, the parties concerned are responsible of settling the matter themselves.

The limitation and disclaimer in this Section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

10. VALIDITY, TERMINATION AND TRANSFER OF THE AGREEMENT

This Agreement enters into force once the user accepts this Agreement or uses the Service.

This Agreement is valid until further notice. The user may terminate this Agreement without notice by email or through the Service. By terminating this Agreement, the User is not however exempt from the obligations he/she has undertaken under this Agreement prior to the termination.

Upon termination of this Agreement, we shall close the user's Account and we can remove any material the user has posted through the Service.

We and the users shall be released from our obligations under this Agreement in *force majeure* cases.

We have a unilateral right to transfer this Agreement to third parties. The users do not have a right to transfer this Agreement without our prior written approval.

11. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Finland without regard to its principles and rules on conflict of laws.

During the Negotiating Period specified in Section 8, we shall endeavor to the best of our capabilities to help out the users settle their dispute. However, we are under no obligation to do so, nor are we in any way responsible for the dispute between the users.

We and the users agree to submit to the exclusive jurisdiction of the courts located within the city of Helsinki, Finland to resolve any legal matter arising from this Agreement.

12. MISCELLANEOUS

If there are any discrepancies between the terms of use of different languages, the Finnish version is superior to the other versions.