

1. General	2
1.1 Scope and application.....	2
1.2 Service overview	2
1.3 Quality seal	2
1.4 Liability.....	3
1.5 Trademark and copyright protection.....	3
1.7 Creating a personal yacht profile.....	3
1.8 Offering your own yacht.....	3
2. SmartYacht club memberships	4
2.1 Services	4
2.2 Application and confirmation of membership.....	4
2.3 Costs	4
2.4 Duration, termination and withdrawal.....	5
2.5 Assignment of services	5
2.6 Yacht stay and use	5
2.6.1. General	5
2.6.2 Crew	6
2.6.3 Return.....	6
2.6.4 Costs	6
2.6.5 Miscellaneous.....	7
2.7 Free access to renowned yacht fairs and events.....	7
3. SmartYacht auction platform	7
3.1 General	7
3.2 Registering as a bidder	7
3.3 Bidder rights – Viewings – Exemption from withdrawal rights	7
3.4 Web service	8
3.5 Liability of the bidder	8
3.6 Conditions of the auction	8
3.6.1 Additional costs and auction fees	9
3.6.2 Additional costs for usage rights	9
3.6.3 Consequences of late payment	9
4. Data protection	9
5. Other provisions, jurisdiction and governing law	9

1. General

1.1 Scope and application

The following terms and conditions apply to all services provided by SmartYacht AG, Landstrasse 63, 9490 Vaduz, Liechtenstein (henceforth SmartYacht or SY) that fall within the scope of its activities.

If circumstances require, SmartYacht reserves the right to add to and/or to amend its terms and conditions. SmartYacht informs customers about adjustments in a timely manner via publication on its website. Changes and additions only apply from the moment of publication onwards.

Additional or deviating agreements only become valid in written form.

1.2 Service overview

SmartYacht is an intermediary between yacht owners and potential partners. Arrangements are usually made between private parties for purposes of purchase or usage rights. This means that neither seller nor buyer are involved in commercial activities in the yacht business - unless this is specifically pointed out in an offer (new boats, merchant boats, charter boats, etc.). SmartYacht's brokerage activities can cover potential purchases or sales of a yacht, part of a yacht, usage rights within the framework of a yacht club membership, or services related to recreational activities or yachts. To this end, SmartYacht also operates an electronic brokerage platform and offers services related to electronic data processing in this context.

SmartYacht operates a Yacht Club for its members and, upon request, also offers all services relating to the purchase, sale, brokerage, management and marketing of yachts worldwide.

Purchase covers the testing, pre-purchase examination, evaluation and assessment of yachts on behalf of customers. In the process, SmartYacht is not buyer of a yacht but merely acts as an appraiser and consultant. A sale comprises the search of a buyer for a yacht or for a share of a yacht on behalf of a customer. It also covers the settlement of the purchase transaction on behalf and under the instruction of the seller. SmartYacht merely acts as a broker in this process. The arrangement of a purchase transaction can also happen via a public auction where SmartYacht acts as an auctioneer.

SmartYacht also offers the marketing and management of yachts within the context of a yacht club. Members of this yacht club acquire temporary long-term or short-term use of a particular yacht or yacht category at certain locations.

1.3 Quality seal

SmartYacht strives to provide good quality yachts that are in good condition and meet high safety standards. This is why SmartYacht has introduced a quality seal.

Standard yachts that have no specific designation in the offer have not been viewed or examined by SmartYacht. All information regarding the condition and quality of the yacht is provided exclusively by the owner.

Yachts featuring the *SmartYacht approved yachts* seal have been examined by SmartYacht experts and information provided by the owner has been verified. Here, the provider has agreed to the purchaser's request to have an examination carried out by a ship expert appointed by SmartYacht and to have the evaluation made available to the buyer before a final purchase of a share.

Premium Yacht quality seals ensure that an approved yacht has undergone a purchase assessment and also that SmartYacht carries out year-round yacht management. This means that, in principle and given the right circumstances, yachts can remain in the same good condition they were in at the time of purchase by the customer. SmartYacht provides advice on maintenance, repairs, renewals and ongoing security control and, if sufficient resources are provided, it can carry out and monitor all necessary work.

1.4 Liability

Despite pre-purchase examination, evaluation, ship assessment and ongoing quality control being performed by experienced experts, SmartYacht cannot guarantee the condition, safety, equipment or description of a yacht. New yachts, which are still under warranty, excepted, buyers must always do due diligence on the equipment, safety and condition of the yachts offered themselves. This also particularly applies when solely purchasing usage rights. For this reason SmartYacht recommends that potential buyers always first buy a trial stay on the yacht under their consideration. This can be done on the SmartYacht platform and will provide customers with a better impression.

1.5 Trademark and copyright protection

The names SmartYacht, SmartYacht Solutions, SmartYacht Club, SmartYacht Membership and SmartYacht Premium Membership as well as combinations or translations derived therefrom into another language, symbols, word marks or logos used in this context are subject to copyright and trademark protection. The unauthorized use of these symbols, brand and product names constitute a breach of copyright. All designations, legal constructs and contractual foundations of the offered services and products are also subject to copyright. The unauthorized use of legal constructs, contracts, contractual foundations or excerpts thereof shall be prosecuted under both criminal and civil law. A lump-sum compensation of EUR 30,000,- is chargeable for each individual misuse.

1.6 Costs

Services offered by SmartYacht are generally subject to charge unless they are expressly marked as free of charge. In individual cases, the prices shown are applicable including the VAT incurred in the respective country. If individual prices are not shown, individual services will be billed according to the work involved. A standard hourly rate of EUR 250,- plus VAT, cash expenditures and third-party costs is charged in this context.

1.7 Creating a personal yacht profile

SmartYacht customers can register online, create their own personal desired-yacht profile and can save this in the SmartYacht database. Customers can register and file a personal desired-yacht profile free of charge. Analysis and information about possible results from the database that match the desired profile incur no costs for customers either.

By registering and filing a personal desired-yacht profile, customers enter into a conditional brokerage contract with SmartYacht. The customer thus acknowledges the General Terms and Conditions outlined here and also agrees to the fees and brokerage fees recorded herein should it come to a business agreement with a supplier through the exchange of information.

The contractual party receives personally tailored yacht offers by the matching of the submitted desired-yacht profile with profiles in the SmartYacht database. Should SmartYacht successfully sell a share or usage rights to an interested party, the standard SmartYacht property-share agreement or the standard SmartYacht Premium Membership contract is applicable. In the case of a successful sale, SmartYacht is entitled to a sales commission of 5% of the purchase price to be paid by the buyer. This must be paid to SmartYacht within 10 days of the conclusion of the contract. This also applies in the event that a contract with a buyer, which is negotiated by SmartYacht, only comes about after termination of this contract.

1.8 Offering your own yacht

SmartYacht enables owners to offer their yachts in full, in part or for use by club members via the SmartYacht Model. To do this, owners must register and enter into a *Central Listing Agreement*.

SmartYacht points out that only those yachts can be registered, which have a completed *Central Listing Agreement* with SmartYacht. This agreement must be signed by the owner or his or her authorized representative. SmartYacht is entitled to reject a *Central Listing Agreement*, which contains incorrect information and/or was signed by an unauthorized person. Should it emerge in retrospect that the *Central Listing Agreement* contains incorrect information and/or has been signed by a non-authorized person, SmartYacht is entitled to dissolve this or any further contractual relationship arising therefrom at any time and

with immediate effect. Should this cause SmartYacht any kind of effort or damage, this must be paid by the submitter of the incorrect information.

The *Central Listing Agreement* is entered into for an indefinite period and can be terminated at any time at the end of a month.

SmartYacht can - but is not obliged to - market the offered yacht via the following channels, among others: online platforms, social media channels, yacht fairs, direct marketing, newsletters, telephone marketing, etc. Furthermore, the SmartYacht database is regularly checked so as to broker potential prospects. Should SmartYacht successfully sell a share or usage rights to an interested party, the standard SmartYacht Property-Share Agreement or the standard Premium Membership Contract is applicable. In the case of a successful sale, SmartYacht is entitled to a commission of 10% of the selling price to be paid by the seller. This must be paid to SmartYacht within 10 days of the conclusion of the contract. This also applies in the event that a contract with a buyer, which is negotiated by SmartYacht, only comes about after termination of this contract.

SmartYacht is responsible for the chosen marketing strategy, its scope and intensity.

2. SmartYacht club memberships

2.1 Services

For an annual fee, the SmartYacht Club membership offers a host of exclusive yachting services, which include the following:

- A personal yacht profile on the SmartYacht brokerage platform.
- Providing contacts to yacht owners that match the member's desired profile.
- The support of club members when buying a yacht share or usage rights.
- For a surcharge, club members are provided with special services that include the provision of contract samples, notary services, the securing of capital, etc.
- Access to SmartYacht's online auction platform (www.smartyachtauctions.net).
- Marketing and brokerage of yachts owned by club members.
- Limited number of free tickets to well-known yacht fairs and events across Europe.

2.2 Application and confirmation of membership

SmartYacht Club membership may be requested by direct registration via the SmartYacht platform or in writing via a form provided by SmartYacht. The completed form can be sent to SmartYacht by post or via e-mail. The necessary data must be correctly and completely submitted. If these requirements are not fulfilled, SmartYacht is entitled to reject the application. Changes made to submitted data during the contractual relationship must be communicated to SmartYacht. Club memberships are only possible for private individuals. Company or group memberships or memberships for commercial purposes are not permitted.

The registration will be examined by SmartYacht upon submission. The applicant will subsequently be sent a request for payment of the membership fee to the amount covering the first year. Upon receipt of payment, the club member will receive confirmation of membership activation as well as personal login details for access to the online auction platform.

2.3 Costs

The yearly membership fee is EUR 490,- and must be paid in full and in advance. The membership year starts on the day the membership fee is paid and when the membership is activated. It ends on the same day of the following year. Detailed payment information can be found on the payment request. It should be noted that transaction costs incurred in connection with a payment will not be borne by SmartYacht.

2.4 Duration, termination and withdrawal

The SmartYacht Club Membership lasts for an indefinite period of time. Membership can be terminated at the end of each membership year by either party. A month's notice must be given prior to termination. The membership year begins on the day of admission (the day membership is confirmed by SmartYacht) and ends on the same day of the following year. The membership fee for the following year is automatically prescribed and must be paid according to the payment agreement.

If a SmartYacht club membership is entered into outside SmartYacht's business premises, the contractual partner (if they are a consumer) is entitled to withdraw from club membership without giving a reason within 14 days of receiving membership confirmation. Paid membership fees will be refunded when the withdrawal has been taken note of. Unless explicitly agreed otherwise, the same means of payment will be used as were used for the original transaction.

If contracts for additional services, which are only available with club membership, are made with SmartYacht during the withdrawal period these shall remain unaffected by the withdrawal.

2.5 Assignment of services

The assignment, subletting, transfer, etc. to third parties of services that can be enjoyed with a SmartYacht Club Membership is not permitted. This also applies to usage periods purchased on the auction platform.

2.6 Yacht stay and use

2.6.1. General

The time of check-in and check-out as well as the period for which usage rights are granted arise from the underlying transaction.

The yacht owner is required to make sure the yacht is in a fully operational, seaworthy, clean and good condition and that it is located in the home port, ready for use, at the beginning of the usage period. SmartYacht will guarantee all of this for yachts under SmartYacht Management (Premium Yachts).

The yacht has the safety and rescue equipment that are required for its size and type, as well that which is required by the relevant registration authority. The maximum number of guests permitted on board (including children) is determined by the total number of beds on board. At no time during the period of use, does the user allow a higher number of persons on board than the maximum permitted number of persons on board. The skipper bears the final responsibility in this regard.

If children are taken on board, the user assumes full responsibility for their behaviour and care. Members of the crew are not responsible for the behaviour or supervision of these children.

If, due to force majeure, the owner is unable to make sure the yacht is in the homeport and ready for full use by the agreed-upon time, SmartYacht will provide interest-free proportional refunding of the paid fees. An extension of usage time covering the missed periods can also be arranged upon mutual agreement.

Yacht cruises are confined to the sailing area and to areas within these where the yacht is authorized to sail. Journey durations must be limited to an average of 6 hours per day, unless the captain agrees to exceed this at his or her own discretion.

The crew as well as all other persons on board must observe the laws of the countries in whose waters the yacht resides during the usage period.

The possession, storage and consumption of illegal substances on board the yacht is not permitted and constitutes a serious violation of the terms of use. This can result in a stay being stopped immediately and rights to reimbursement. The same applies to the storage of weapons, in particular firearms, which are not specified in the cargo manifest.

Animals and pets of any kind are not permitted on board.

Everyone on board the yacht must behave in such a manner as not to pose a nuisance to anyone, harm the reputation of SmartYacht, the owner or the yacht. Respectful interactions between the crew and other persons aboard the yacht are encouraged. The skipper has ultimate responsibility on board. His or her instructions are to be followed.

Every person on board the yacht is required to have all necessary visas and vaccinations for the countries to be visited. Furthermore, a list of all persons on board during the period of use, including a copy of their passports, must be sent to SmartYacht no later than two days before use of the yacht starts.

The yacht may be unsuitable for persons with physical disabilities or for those who have undergone medical treatment. The contractor must ensure the medical fitness of all guests on board.

2.6.2 Crew

SmartYacht ensures the crew receive proper food, insurance and uniforms.

Wind, weather and other conditions permitted, the captain complies with all outlined and reasonable requirements regarding the guidance, operation and journey of the yacht. The captain is not obliged to follow instructions that, in his or her reasonable opinion, could lead to the yacht entering a harbour or location where a stay would not be safe, where it would be inappropriate, or where the yacht could not be returned on time at the end of the usage period. The same applies to any orders that would violate the terms of use.

2.6.3 Return

The yacht must be returned to SmartYacht and to the port of disembarkation upon the expiration of the usage period. The return must happen free of any debts incurred on account of the contracting party and their guests during their usage period. Apart from normal wear and tear, the yacht must also be returned in the same good condition it was in at embarkation.

If desired, the user may return the yacht to the port of disembarkation and leave it prior to the end of the usage period. An early return does not entitle the user to any refund of the fees paid.

If the return of the vessel is delayed due to force majeure, the return must be made as soon as possible thereafter. The terms of use remain in force in the meantime.

If the vessel is not returned on time due to the contracting party or one of their guests' deliberate delay or modification of the journey timetable, and if this happens against the captain's advice, SmartYacht must be notified immediately. In this case the user is obliged to pay SmartYacht the daily rate plus fifteen percent (15%) of the daily rate. In the event that delays in the return of the vessel exceed twenty-four (24) hours, SmartYacht shall be indemnified for any additional costs incurred as a result of the delay caused by the contractual party.

2.6.4 Costs

The contracting party is responsible for all operating costs incurred by them or their guests.

Upon payment of the Advance Provisioning Allowance (APA) to SmartYacht's account, the captain will regularly inform the contracting party of expenses and the current amount of the Advance Provisioning Allowance. Should the remaining amount seem insufficient when taking into account current expenses, the contracting party must pay the captain a sufficient sum to ensure the maintenance of an adequate balance.

SmartYacht ensures that the captain takes the necessary care when using the Advance Provisioning Allowance. Before disembarkation at the end of the usage period, the captain will provide the user with a detailed breakdown of expenses, along with the respective receipts. The captain will return a surplus of the Advance Provisioning Allowance to the contracting party. If expenditure exceeds the Advance Provisioning Allowance, the outstanding amount must be paid directly to the captain.

SmartYacht can organize purchases, on-land transport, excursions, etc. upon request. Fifteen percent (15%) of the cost of the requested service must be paid in addition to the cost of the service as remuneration. These costs can either be transferred to SmartYacht in advance as part of the Advance Provisioning Allowance or can be paid in cash to the captain when settling the final bill.

Payment by check, credit card or other non-cash means is usually not permitted due to the mobility of the ship's seasonal plan. The user should therefore make sure they have sufficient resources available to cover all reasonable and foreseeable expenses, or else submit more credit with SmartYacht.

2.6.5 Miscellaneous

Any complaints must first be reported to the captain. The time, date and nature of the complaint must be recorded. If the captain cannot remedy the matter, SmartYacht will be informed of it.

The captain will ensure that the terms of use and general safety regulations are adhered to on board the yacht. If the captain is of the reasonable opinion that any of the regulations are violated, the captain must inform and caution the person concerned. Additionally the contracting party and SmartYacht are to be informed of any incidents.

In the case of persistent or serious violations, SmartYacht is entitled to instruct the captain to return the yacht to the port of embarkation and thereby terminate the period of use prematurely. Outstanding costs must be paid to the captain. The user is not entitled to partial reimbursement of the usage fee.

The same applies if contracting parties or their guests commit criminal acts under the laws of the respective country. If the ship is seized or a fine is imposed on the vessel as a result of such an act, the contracting party shall bear all involved costs.

The captain is authorized to prohibit the user and/or one or all of their guests from using certain water sports equipment, if the captain reasonably deems the persons not competent or safe, if they behave irresponsibly, if they do not have the required licenses for using such equipment or if they fail to show consideration for others.

2.7 Free access to renowned yacht fairs and events

SmartYacht Club members receive free or discounted tickets for select yacht fairs and various events in Europe. SmartYacht has a limited number of tickets to these events. A transfer to non-members is not permitted.

3. SmartYacht auction platform

3.1 General

SmartYacht operates an online auction platform on which registered bidders can buy yachts, yacht shares or short-term usage rights to a yacht.

3.2 Registering as a bidder

The SmartYacht online auction platform is publicly accessible. Bidding at auction is only possible upon registration in writing and after identification with the required data has occurred. Persons with a standing SmartYacht Club membership may also bid.

SmartYacht creates a personal and anonymous profile for each registered bidder. User information and access data are communicated in the confirmation of an accepted registration.

3.3 Bidder rights – Viewings – Exemption from withdrawal rights

A right of withdrawal is not given when buying items or services at auction. For this reason bidders are given the option to preview and inspect the items offered up for auction (short-term usage rights are exempt from this). This is also recommended. Viewing times are announced in advance in the auction invitation. If a bidder does not take advantage of the viewing appointments, this does not justify a right to withdraw from the contract after purchase. The purchased yachts/yacht shares are to be understood as those that were viewed.

This also applies in the event of unintentional deviations in the lot description.

3.3.1. Special provisions for the purchase of yachts

After winning the bid for a yacht, a purchase contract is concluded between the buyer, seller and broker in accordance with the MEDITERRANEAN YACHTBROKER ASSOCIATION's (MYBA) model purchase agreements. The contract can be requested at any point upon registration as a bidder at SmartYacht. The yacht and necessary yacht papers are then handed to the highest bidder step by step. The highest bidder has the right to test-drive the yacht and have it technically checked within 14 days of purchase. If technical defects are found, they must - unless otherwise agreed upon - be repaired by the seller within a reasonable amount of time and against no extra surcharge. With the exception of the right of withdrawal under items (26) and (27) of the purchase contract, the relevant conditions according to the MEDITERRANEAN YACHTBROKER ASSOCIATION's (MYBA) model purchase agreements apply.

The yacht is locked upon conclusion of the viewing appointments and is not changed until the end of the auction – unless care or maintenance is necessary.

3.4 Web service

SmartYacht always strives to make sure its web services function flawlessly. Nevertheless, uninterrupted and trouble-free use cannot be guaranteed at all times. SmartYacht is never obliged to compensate for disadvantages users experience as a result of temporarily unavailable or failed web services. This particularly applies with regards to the online auction platform. Please be aware that the website should regularly be reloaded during a bidding process so as to display the last offered price. The bidder is notified by e-mail if they are the highest bidder or if their highest bid was outbid by another bidder.

SmartYacht is entitled to perform maintenance work at any time to ensure that the stability and security of its web services are maintained.

3.5 Liability of the bidder

Bidders are responsible for all actions taken by their profiles on SmartYacht's online auction platform. Suspicions of third-party misuse must be reported to SmartYacht. If profile use by third parties is permitted, the bidder associated with that profile must indemnify SmartYacht for all actions taken by that profile in the web portal.

3.6 Conditions of the auction

The lots include either yachts/yacht shares or usage rights for yachts of various types and categories in different locations. The lot provides details of the yacht, the location and the exact time period for which usage rights are available.

Bids on the lot are accepted if they are higher than the starting price, the current highest or the amount of increase indicated in the lot. If a minimum price is specified, the bid must be this amount at the very least to be accepted.

The highest bidder wins the bid. The contract concerning the purchase of the yacht/yacht share or usage rights of the yacht shown in the lot is thus considered complete. A withdrawal from the contract is impossible.

When purchasing usage rights, the duration of usage rights can be seen on the respective lot. SmartYacht guarantees the highest bidder, their relatives, guests and the crew sole use of the yacht during this period. With the exception of deviating provisions outlined under these conditions, the MEDITERRANEAN YACHTBROKER ASSOCIATION's (MYBA) model agreements for yacht charter apply. These model agreements can be requested from SmartYacht throughout the entire auction phase.

3.6.1 Additional costs and auction fees

The purchase price of the yacht/yacht share, including all accessories, is covered by the price offered for the lot. All additional costs incurred by the purchase (re-registration costs, fees, taxes, etc.) as well as auction fees to the amount of 5% of the highest bid plus VAT are not included. These are to be paid separately by the highest bidder upon invoicing by SmartYacht.

3.6.2 Additional costs for usage rights

When buying usage rights, the usage rights period specified in the lot as well as support by on-board staff are included in the price. Additional costs such as travel expenses, fuel, meals during the stay as well as additional on-board personnel are to be paid separately by the highest bidder. The highest bidder will be informed about winning the bid. Furthermore, they will receive a payment request for the amount offered for the lot. This amount must be paid in addition to the A.P.A. of 30%. The total amount must be paid to SmartYacht prior to departure, and no later than the date indicated on the payment request. The A.P.A. serves as security for consumption costs (fuel, food and guest berths). It must be paid to SmartYacht. Consumption costs are charged according to consumption at the end of the stay. Any difference to the down payment will be credited or charged to the highest bidder.

3.6.3 Consequences of late payment

If the purchase price, mandatory commission, membership fee, A.P.A., etc. are not paid within the period outlined in the invoice, SmartYacht has the right - but is not obliged - to withdraw from the contract. This does not, however, relieve the bidder from payment obligations. The payment obligation also remains valid if the bidder has not made use of the services.

If deemed necessary, SmartYacht may delete a bid at its own discretion during an ongoing auction. This especially applies to cases that demonstrate obvious abuse or errors by the provider or bidder.

4. Data protection

SmartYacht is committed to protecting your personal data. Personal data is processed in accordance with the GDPR (General Data Protection Regulation) and other national data protection regulations. Further information concerning the processing of your personal data can be found in the privacy policy on the SmartYacht homepage (INSERT LINK!).

5. Other provisions, jurisdiction and governing law

Should any provision of these terms and conditions be wholly or partially invalid or lose their validity, they shall be replaced by those statutory provisions which come closest to the economic purpose of the invalid provisions. The remaining provisions remain unaffected.

SmartYacht's terms and conditions are governed by the law of Liechtenstein and take into account conflict-related standards. Any disputes shall be settled before the competent court in Vaduz.

Vaduz, October 2018