

General Terms & Conditions of service of the webpage Sebastus.com

1. The Parties

1.1 These General Terms & Conditions regulate mutual rights and obligations related to services offered by company Sebastus Ltd. (hereinafter referred to as SERVICE PROVIDER), VAT-ID: 17403046070, Oreškovićeva 1 A, 10 000 Zagreb, ie. Sebastus.com (hereinafter WEBSITE) or any other websites owned by Sebastus Ltd.

1.2 USER: is defined as each visitor, individual or duly represented legal entity, as well as registered user who accesses the website to look for information on boat charter services and offers and uses service to directly process a reservation and purchase orders. A minors will not be accepted if they try to registrate.

The USER declares, under his/her sole responsibility, that he/she is adult and that all of the personal information provided is true to his/her knowledge. The USER guarantees that he/she is legally empowered to sign the booking form provided for by SERVICE PROVIDER on his/her own behalf or for any agents or representatives acting in his/her name and acknowledges that acceptance shall imply being bound by the present General Terms & Conditions.

1.3 SERVICE PROVIDER reserves the right to delete, without notice, any user who enters false information about himself. USER undertakes to respect the general conditions and fully agree that they are applied to him as the end user.

1.4 RESERVATION: Any reservation of the BOAT offered by the CHARTER on a WEBSITE, made by REGISTERED USER.

1.5 CHARTER: A natural person of full legal capacity or properly represented legal entity that is the legal and beneficial owner of the vessel or is empowered by the legal and beneficial owner of the vessel or a person who has received the exclusive unconditional right to use and set the BOAT on the WEBSITE for a USER to make a RESERVATION.

1.6 BOAT: Boats, sailboats, catamarans, speedboats, yachts, gulets, trimarans and any other kind of sea, lake or river vessel of the specified CHARTER, placed on the website for REGISTERED USERS to make reservations. Additional services that are related

to BOATS (eg, cleaning, skipper, etc.) can be included in the service and are listed on the page of every BOAT within a WEBSITE which offers CHARTER.

2. The conditions for using the service

2.1 SERVICE PROVIDER provides recreational boat charter services and other associated services and products. SERVICE PROVIDER operates as mediator between the USER and CHARTER for booking vessels. These conditions regulate vessels located in the fleets of different CHARTERS. The USER confirms that he or she agrees to these terms when he/she confirms the purpose of the registration or when he/she pays the advance.

2.2 Using service of RESERVATION is available exclusively for adults and persons with completely legal capacity, or persons authorized to represent the legal person, which they confirm by actually using RESERVATION

2.3 USER registration is done through the WEBSITE, that when the USER is required to enter certain personal information, as well as other information required of him (hereinafter referred to as REGISTERED USER).

2.4 After successful registration, a REGISTERED USER is given a username and password in order to authorize the use. REGISTERED USER must keep secrecy of his username and password. In the event that the REGISTERED USER suspects unauthorized use of his username and/or password, personally answers for any costs incurred through using the user name and / or passwords until the moment he notifies the SERVICE PROVIDER through contacts published on the WEBSITE, and thereby specifically indicates that there is suspicion of unauthorized use. REGISTERED USER is responsible for all unacceptable activities undertaken under his username and/or password.

2.5 With registration USER confirms and expressly declares:

- that fully accepts these General Terms and Conditions, especially in so far as they relate to the RESERVATION services;
- that he gave complete, accurate, true and updated information;

- that The Service Provider is not liable in any way for any violations of rights of intellectual property committed by any users of the platform.

2.6 REGISTERED USER gives consent to SERVICE PROVIDER to use its personal data for the purpose of booking the vessel, all in accordance with the General Data Protecting Regulation (GDPR). As for newsletters and promotional offers, they will only be sent to REGISTERED USER who indicates that he/she wants to receive such notifications. At any point, REGISTERED USER may withdraw his/her consent

3. The Service

3.1 The SERVICE PROVIDER makes available Internet platform through a WEBSITE on which CHARTER can offer their BOATS for booking. CHARTER can independently post its prices, adjust availability for booking of its BOATS, manage upcoming reservations, receive a request for a reservation, get reviews for its services, post its terms and conditions and other information as described in these Terms and Conditions via the WEBSITE or through third Website.

3.2 Once the reservation has been made, the REGISTERED USER with the help of the SERVICE PROVIDER enters into a contractual relationship with the CHARTER at which he/she books.

3.3 REGISTERED USER can reserve a particular BOAT through the WEBSITE. By booking the boat through the WEBSITE, each user enters into a contractual relationship with a particular CHARTER. SERVICE PROVIDER or WEBSITE is the mediator in relation of the REGISTERED USER and CHARTER, relaying details of the booking to CHARTER and sending e-mail confirming the RESERVATION to CHARTER and on behalf of the CHARTER. The information displayed on the WEBSITE the SERVICE PROVIDER receives from each CHARTER, directly from CHARTER or through third parties websites authorized from CHARTER. CHARTERS are fully responsible for updating all rates, availability and other information displayed on the WEBSITE. The SERVICE PROVIDER is responsible for establishing contact between the CHARTER and the REGISTERED USER. The SERVICE PROVIDER is not liable for failure of service performance or for the exact execution of services that are part of the agreement between CHARTER and the REGISTERED USER. Each CHARTER remains liable for the entirety and accuracy of the information (including pricing and availability) advertised on the WEBSITE.

3.4 As a REGISTERED USER you agree and understand that an agreement regulating each RESERVATION exists between an individual CHARTER and you as REGISTERED USER. If you make a RESERVATION with individual CHARTER through the WEBSITE, in the next step you call on RESERVATION CONFIRMATION and you will be bound by it, and with terms and conditions of the Contract which will be applied on that RESERVATION with individual CHARTER, in terms of payment, cancellation and other issues.

3.5 REGISTERED USER enters into a contractual relationship with CHARTER who will provide the service. If the RESERVATION of these services will be completed on the WEBSITE, the user will get a written Agreement from the CHARTER which will regulate all aspects relating to the services which is providing. SERVICE PROVIDER will not be a party to these treaties and may not be bound by their terms and conditions.

3.6 If you as a REGISTERED USER cancel RESERVATION please note that the refund may not happen at all, depending on CHARTER's provisions and rules of cancellation and RESERVATION. The SERVICE PROVIDER shall not be liable if CHARTER refuses to return funds to REGISTERED USERS. Therefore, REGISTERED USERS are asked to see the conditions of each CHARTER before RESERVATION.

4. Obligation

4.1 SERVICE PROVIDER is obligated to provide the service with the reservation information as stated in the registration form. SERVICE PROVIDER has the obligation to charge the REGISTERED USER the cost of the service agreed through the web site.

4.2 SERVICE PROVIDER will receive the payment made by the REGISTERED USER in the name and on behalf of the CHARTER that will provide the service, including all additional services as indicated by the REGISTERED USER in the Booking Form on the Website. SERVICE PROVIDER will transfer the funds to the CHARTER according to the conditions established with each charter operator.

4.3 After the REGISTERED USER pays the price of the service, SERVICE PROVIDER will provide him with a confirmation of the payment of the contracted services.

4.4 The REGISTERED USER undertakes at all times to provide accurate and truthful information for the details requested in the Booking Form and in any other form he/she is required to complete in order to contract the services offered by SERVICE PROVIDER and to ensure that this information is kept up to date. The REGISTERED USER also expressly undertakes to provide the final provider of the contracted service with all details and information that may be requested for the correct provision of the service in question. The REGISTERED USER authorizes SERVICE PROVIDER to verify the truthfulness of the personal data and any other information provided and undertakes to cooperate with SERVICE PROVIDER during such verification.

4.5 The REGISTERED USER is responsible for the full payment of the services contracted, respecting the procedure, periods and quantities stipulated in the contract.

4.6 The REGISTERED USER expressly acknowledges that he/she is obliged to make use of these services in a correct manner and in compliance with any applicable laws, regulations and according to the present General Terms & Conditions. The REGISTERED USER accepts all responsibilities that may result from incorrect use of the contracted services.

5. Payment

5.1. For all payments done via WEBSITE we use a payment gateway from a provider <https://www.mangopay.com> (hereinafter PAYMENT PROVIDER).

5.2. Upon successful completion of the RESERVATION, funds will be pre-authorized from the REGISTERED USER in the amount outstanding on the WEBSITE at the end of the RESERVATION, if the means of payment is card. Within 24 hours CHARTER will accept or reject the request for a RESERVATION. If CHARTER accepts the request for a RESERVATION then the credit card of a REGISTERED USER is charged for pre-authorized funds. If CHARTER does not accept the RESERVATION then pre-authorized funds are returned to the card of REGISTERED USER.

5.3. REGISTERED USER can pay in other ways besides the card, for example, by bank transfer but only via PAYMENT PROVIDER and for RESERVATIONS which registration (check in) is less than 14 days since the day of RESERVATION. If the bank transfer payment method is selected, then the REGISTERED USER must pay via PAYMENT

PROVIDER. Payment by bank transfer must occur within 5 business days in Croatia. These time limits apply in all cases, except in the case of last minute offers.

5.4. Balance payment for the RESERVATION via PAYMENT PROVIDER by REGISTERED USER should be performed as specified below:

For RESERVATIONS, which have more than 30 days till application (check-in): REGISTERED USER has a choice, either to pay 100% of the full fee for RESERVATION immediately upon approval of certain RESERVATION by CHARTER, or to pay 50% of the full fee for RESERVATION immediately upon approval of certain RESERVATION by CHARTER, and the remaining amount to pay within the time limit prescribed in the contract (most often this time period is between 50 and 30 days before check in). Timeframe for payment may vary depending on the terms of the contract with CHARTER. All details governing the time period will be detailed in the contract between REGISTERED USER and CHARTER.

5.5. For RESERVATIONS where the check-in (check in) is less than 30 days: REGISTERED USER will be required to pay 100% of the fee for RESERVATION (unless otherwise agreed between CHARTER and the REGISTERED USER).

6. Cancellation Policy

6.1 Cancellation of RESERVATION is possible within 24 hours of ordering. In this specific situation he/ she gets a refund of paid funds.

6.2 If REGISTERED USER cancel his/her reservation after the expiry of the deadline of 24 hours should be kept in mind that the refunds may not be provided at all, depending on the CHARTER's cancellation policy and booking terms. The SERVICE PROVIDER will not be liable if the CHARTER denies refunding the REGISTERED USER. Therefore, REGISTERED USERS are strongly advised to review the terms of each Charter prior Booking.

6.3 Cancellation by REGISTERED USER

If a REGISTERED USER wishes to cancel the service for any reason, it is necessary without notice to notify per email SERVICE PROVIDER about this.

The payment obligations that REGISTERED USER have to pay in case of cancellation are determined individually depending on the cancellation policy of the CHARTER with which the Contract is concluded.

6.4 Cancellations by CHARTER

If the reservation is canceled due to CHARTER's fault, say due to damage to the booked vessel or other unforeseen circumstances on the vessel, the REGISTERED USER will resolve these difficulties with CHARTER in accordance with the applicable provisions of that operator.

In most cases, it is most likely that the problem will be resolved in one of the following ways:

- Reservation of a vessel with similar features and sizes, located in the same fleet
- Refund of the amount received for the vessel.

REGISTERED USER accepts the possibility of cooperation and seeking the best possible solution if the vessel is damaged during the previous charter or force majeure. In these cases, neither SERVICE PROVIDER nor CHARTER will be considered as guilty.

7. Jurisdiction

7.1 The parties will strive to resolve any dispute in a peaceful manner.

7.2 To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Croatia law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Zagreb, Croatia.

8. Other

8.1 The rights and limitations described in these Terms & Conditions are in support of the SERVICE PROVIDER. The SERVICE PROVIDER shall have the right to establish his rights hereunder directly and on his own behalf.

8.2 REGISTERED USERS and CHARTER acknowledge and agree that the SERVICE PROVIDER shall neither be responsible nor liable for any amendment, suspension or discontinuance of the services provided on this Website.