

## **General Conditions of Use of Remy**

### **Art. 1 - Object of the Service**

These General Terms and Conditions of Use apply to the services offered by the operating system and by the applications managed by Remy Service S.r.l., later only

Remy, including the [www.remyapp.it](http://www.remyapp.it) website and the Remy app for Android and Ios.

Remy is one start up innovative service provider based in Padua which, through an operating system

operational participation on the Internet, allows users to cross the demand and supply of pleasure boats for occasional rental of the same, with or without crew.

Furthermore, through the same IT platform, the Shipowners (later also Host) or the Drivers (later also Guest) of the pleasure boats can also identify professional captains to assign to the task of steering the boat.

Relations between Remy and Users (as defined below) for the provision of online services, better below

specified, and the operating procedures for the effective conclusion of the contract between the Users themselves are regulated from these General Conditions of Use (hereinafter also CGU).

Users, when booking the pleasure boats (better defined, under the term "Boat") to be carried out under the terms and conditions set in these General Conditions of Use, stipulate a rental agreement of the boats directly between them and they are to be considered as only responsible of the correct execution of the contract.

Likewise, the engagement of one of the professional captains registered on the operating system and that has accepted the assignment conferred to him, is drawn up directly between the stipulating parties.

By virtue of this, Remy, in its capacity as a mere online service provider, can not be considered in any way

responsible for failure or incorrect performance of the rental contract or engagement of a professional captain.

In fact, Remy does not act as a shipping broker, it is not a tourist agency, it does not sell holiday packages,

it is not bound, to any of the Registered Users, by agency relationship or business hunters, but it is only a

simple internet provider of services in favor of the site users as well as better specified.

The Services, provided through Remy operating system, concern a management system for the Reservation of boats, with or without crew, in which the negotiation and the stipulation of the individual

rental contracts (with or without crew), boat sharing or simply sharing the management and maintenance costs (c.d. boat pooling) of the boats take place directly between Shipowners (Host), Guests and any people authorized to conduct the boats ( Captains, as in better defined below).

Furthermore the IT Platform manages the economic transactions between its users accounts (as better defined below) by means of payment systems traced and secure and suggests the sale of optional Services

(as follows better defined).

### **Art. 2 – Definitions**

In the present General Conditions of Use (CGU):

- **“Remy”**: Refers to Remy Service s.r.l. and designates the company based in Padua that manages the services offered on the sites [www.remyapp.it](http://www.remyapp.it) and on related applications for Android and iOS.

- **"Notice"**: refers to any public announcement from the Host on the Site for the occasional rental of pleasure craft (as hereinafter better defined), in accordance with these General Conditions of Use, as well as any other content or information (including photographs, videos, descriptive 3D images of the pleasure units) available in same announcement in order to better promote the services complying those present General Conditions of Use. Announcements may be made visible by Remy at its discretion unilaterally, or at the request of the User according to payment conditions that will be indicated by Remy in the website.
- **"Advertisement"**: refers to any announcement published on the site by a professional captain (such as better defined below) to propose their own engagement in accordance with these General Conditions of use as well as any other contents to or information (including photographs and / or presentation videos) inserted in said announcement in order to better promote the Services in compliance with these Conditions General of Use. The advertisements can be showed by Remy at its discretion unilaterally, or at the request of the User according to payment terms that will be indicated by Remy on the Website.
- **"Boat"**: refers to any pleasure craft (ex: sailboats, catamarans, motorboats, open, flying bridge, house boat, super yacht etc.) indicated on the website for the Rental (as hereinafter better defined)
- **"Host"**: refers to the Shipowner, i.e. any natural or legal person, professional or private, able to demonstrate the full ownership of the boat, at the request of Remy or a User, who intends to rent occasionally his own boat , with or without crew . By extension, we also mean the representative designated by an Owner; this representative must be able to demonstrate the existence and the contents of the proxy received.
- **"Guest"**: refers to any natural or legal person who requests to an Host to reserve a boat in order to rent it via the WebSite and/ or requiring a Captain to book his engagement through the Website.
- **"Captain"**: indicates:
  - ◆ the person, self-employed, with the necessary qualifications to steer and conduct pleasure craft (captain, commander or skipper) , instructed by the Host or the Guest to steer and conduct the Boat
  - ◆ Both Host and Guest if equipped of the required qualifications for steering and conducting pleasure craft.
 The captain takes on all responsibility towards the crew, the hosts and the guests.
- **"Services"**: indicates
  - ◆ the service of publication of the Announcement and its promotion through the Site in order to simplify the Boats rental
  - ◆ the service of publication of the Announcement and its promotion through the Site in order to

simplify the engagement of the Captain.

◆the services showed on the Site for the management of the reservation, of the possible cancellation, of the possible deposit and payment between Users.

- **“Optional Services”**: designates the optional services offered by the Site (insurance, photographic service, image processing in 3D, boat cleaning, communications to the Harbor Office, ..... ) that can be agreed by the User basis costs and payment terms that will be indicated by Remy on the Website.
- **“User”**: designates indifferently any subject that uses the services offered by IT platform Remy and its applications and that, at the time of creating his own account, has accepted these Terms of Use.
- **“User account”**: Designates the account that must be created to become Users and access the services offered by the IT platform.
- **" casual rental pleasure boats"** : means the activity, by owners, natural persons or companies not having, as their business purpose, rental or lease or users by way of financial lease, of boats and pleasure boats, flying the Italian flag, casual rental pursuant to art. 49-bis of the legislative decree 18 July 2005, n. 171, introduced by art. 59-ter of the decree-law January 24, 2012, n. 1, and subsequently amended by Article 23 of the Decree- law 21 June 2013, n. 69 converted, with amendments, by law 9 August 2013 n. 98 , and subsequent restrictive interpretation declared by the General Management for the supervision of port authorities, port infrastructures and maritime transport with note n. 25207 of 4.12.2015. Casual rental is intended as total annual duration not exceeding 42 days per year.
- **“ rental”**: it is the contract with which one of the parties (Host), in consideration of the agreed rental, undertakes to make available to the other party (Guest) the Boat on an casual basis, for a certain period of time to be spent for recreational purposes in marine areas or inland waters of his choice, at anchor or sailing, basis the conditions established by the contract.

The boat is granted for casual rental:

1.with Captain and any Crew on board.

In this case, the rented unit remains in the Host availability, and the Captain and any Crew remain under his employ.

2. without Captain, delegating the command to the Guest or to the person appointed by the Guest to command and steer the boat.

In this case, the boat becomes autonomous enjoyment of the Guest who practice the navigation and takes full responsibility. In this regime the boat is steered with a consistent nautical license, if prescribed, and can board the number of passengers indicated in the navigation license.

• **“ Retail price”**: refers to

1) the price freely decided from Host for the rental of his own boat and published in his advertisement, including any applicable taxes. Unless otherwise indicated in the Announcement by the Host, such price means only the rental of the boat, excluding fuel, galley, anchorage fees, , ports and every other expense not otherwise indicated.

2) the price freely decided by the Captain for his engagement and published in his advertisement, including any applicable taxes.

Remy service fee is included in the Retail Price, but the cost of the optional Services is excluded.

- **“Security deposit”** or **“deposit”**: refers to amount of money that the Host, in the

advertisement, can request from the Guest at the time of conclusion of the contract, in order to guarantee the obligations assumed and against possible damages caused to the boat during its use.

- **“Host price”**: refers to the price freely decided by the Host for the Rental of own Boat and published in its advertisement, including any applicable taxes, deducted the fee for the Remy service and the cost of any optional Services purchased by the Host on the IT Platform, including the cost of the possible engagement of the Captain.
- **“Professional price”**: refers to the price freely decided by the Captain for his engagement and published in his advertisement , including any applicable taxes, deducted the fee for Remy's service.
- **“Remy service’s price “**: designates

-the set of fees paid by the Host to Remy for providing the features developed by the IT platform in order to simplify the chartering of his boat

-the set of fees paid by the captain to Remy for providing the features developed by the IT platform in order to simplify his engagement.

- **“General Conditions of Use”** : refers to the general conditions of supply of the service inserted in the present document.
- **"IT platform"**: refers to the databases, the website, the App, the Software, the systems, methods, processes, procedures and everything connected to the service provided by Remy.
- **“Site”**: refers to the website [www.remyapp.it](http://www.remyapp.it), the equivalent App and the related extensions owned by Remy.  
The individual web pages in the website are owned by Remy and are part of the IT platform for providing the Services and the optional Services.

### **Art. 3 -Acceptance of the CGUs**

3.1 Remy offers its IT platform in order to enable users to get in touch with each other for the purpose of stipulation, among them, of a charter contract for a boat and / or an engagement contract for a captain.

3.2 These General Conditions of Use govern the relationship between the User and Remy and constitute all the rights and obligations of Remy and the User with regard to their subject.

3.3 The use of the Platform, the Site, the Services and the optional Services is subject:

♦ to the full acceptance, without reserves, of the present CGU by the User, acceptance that is to be considered acquired from the moment in which the user ticks the box "I accept the general conditions "when creating his User Account.

♦ the signing, by the Host and the Captain, of the respective Usage Contracts to be downloaded, filled in, signed for acceptance and reloaded on the Site.

3.4 Remy reserves the right, at its complete discretion, to modify the Site, its contents, the services provided or to modify the General Conditions of Use at any time and without prior notification. These changes will be opposable to the User only from the date of publication of the same on the Site and will not be applicable to contracts already concluded at that date.

### **Art. 4 -Minors**

The Site and the services provided are intended exclusively for persons aged 18 or over. Any

access to the use of the Site and / or services provided by it by anyone under the age of 18 is expressly prohibited. By accessing or using the Site or the aforementioned services, the User declares and warrants that he has turned eighteen years of age.

## **Articles 5 and 6 - Rights and Obligations of the User**

### **Art. 5**

5.1 The Guest User can view advertisements for free and the postings on the site even without registering, in order to identify which boats and / or Captains are available.

5.2 If the User is interested in chartering his own Boat, publishing an Advertisement, booking a Boat, or booking an engagement, he will need to register and create an account ("Account User ") and thus become Host, Guest or Captain.

5.3 The User can register through the Website or through his own account of some third-party social network sites(for example, Facebook, etc.). In this case all the data provided through this activity will be considered as supplied directly to Remy for all the purposes indicated in these General Conditions of Use and in accordance with the privacy policy visible on the following link ([http://www.remyapp.it/pdf/privacy\\_remy.pdf](http://www.remyapp.it/pdf/privacy_remy.pdf)).

5.4 In order to create and use this User Account, the User must strictly provide Remy with an email address and an active cell phone number during the entire duration of use of the services.

The User agrees to provide true, complete and current data during the registration process and to keep them uptodate.

5.5 Remy reserves the right to suspend or disable the User Account and access to the Site in the event that any information, provided during the registration process or in the next phase, reveals to be false, not updated or incomplete. The User is responsible for the protection and secrecy of his password. The User declares therefore that he will not disclose his password to third parties and assumes the sole responsibility of any person activity or action relating to his User Account, notifying Remy of any unauthorized use of his User Account of which it becomes aware.

### **Art.6**

6.1 The Ad must strictly include at least one photo or video of the Boat and the Host undertakes to complete the information requested by the corresponding screens.

6.2 The Listing may include a photo or video presentation and the Captain undertakes to complete the information requested by the corresponding screens.

## **Articles 7 to 9 -Reservation and financial terms**

7.1 The reservation of the Boat must be made by the Guest at least 15 days before the date chosen for the start of the chartering. At the same time as the Boat is booked, the Guest proceeds to pay the retail price (as defined in the articles. 2 and 9 below) and to pay the Security Deposit where applicable from Ad. The Host reserves 48 hours from the time of booking to approve it or not. In case of no declared approval or no response from Remy, the reservation will be considered as refused and nothing will be due from the Host, and Remy will refund, upon receipt, the amount received by the Guest as payment of the retail price

and the Security Deposit if any. If the Guest fails to pay or does not adequately cover the funds of the credit card used as payment method, Remy reserves the right to cancel the reservation or take action to recover the credit.

Upon approval by the Guest of the booking and receipt by the Guest of the payment of the Boat Rental and any Deposit Security, Remy informs the parties of their identification data.

7.2 Any booking amendment already confirmed must be agreed between the parties and promptly communicated to Remy.

7.3 The Payment of the retail price, including any Security Deposit, will be made by the Guest directly to Remy, according to a specific mandate issued by the Host, through various methods of payment (credit card, pay pal, bank transfer, etc.) established by Remy and indicated on the Website or otherwise communicated by Remy; which will send specific communication to the Guest of receipt of the amount of the payment made.

7.4 The possible Deposit requested by the Host, during the advertisement phase, must also be paid by the Guest to Remy. The deposit will be returned to the Guest, without interest, within 48 hours from the authorization effected by the Host, same must be given within 72 hours from the delivery of the Boat by the Guest, except at the same time the Host reports, through the Platform itself, that the boat has not been returned to the same state in which it was delivered or that it has found damage attributable to the Guest. In this case, Remy will suspend the deposit refund until the resolution of the dispute, withholding the sums paid on the non-interest bearing deposit, unless there are contrary instructions written by the Host. In the event that no authorization for the restitution of the deposit and no indication of any damage are notified to Remy from the Host, within the deadline established above of 72 hours from the return of the Boat by the Guest, Remy will proceed to return the deposit to the Guest with the methods above defined.

7.5 The Guest acknowledges that the Host has given irrevocable mandate to collect in its name and account the retail price of the Rental and any Security Deposit by crediting it to a non-interest bearing deposit held by Remy and therefore undertakes to pay into the non-interest bearing held by Remy, which collect the money on behalf of the Host, the retail Price and any Security Deposit.

7.6 Remy, within 72 hours of the delivery of the Boat, will pay the Host directly by withholding the sums due for the Services of the IT Platform use and the amount due to Remy for the possible purchase of Accessories / Captain Services, except that at the same time the Guest reports, through the IT platform itself, the absence of the boat in the port indicated on the chartering agreement starting date, the malfunction of the boat and / or the lack of the qualities guaranteed by the Host. In this case, Remy will suspend the payment of the amount of the chartering until the resolution of the dispute, withholding the sums paid on the non-interest bearing deposit, unless contrary written provisions by the Guest.

7.7 Any civil and criminal liability concerning the management of the relationship between Host and Guest, being Remy a simple internet service provider, fall directly and exclusively on the Host and on the Guest. Likewise, rights and obligations deriving from the contract, concerning the rental of the boat, fall directly and exclusively on the Host and on the Guest. No obligation arises with regard to Remy with reference to the use of the Boat, the availability of the same in the booking period or the correspondence of it to the characteristics described in the Ad. The Host will be in particular responsible for compliance with the applicable regulations with particular reference - by way of example and not exhaustive - consumer protection, in navigation rules and tax matters, and to Legislative

Decree n. 171 of 18 July 2005 and subsequent amendments (Code of Yachting) and in particular his article 49- bis on the occasion of casual chartering of pleasure boats, relieving Remy from any responsibility in respect of any claim should be raised by Users or third parties regarding the management and use of the Boats.

7.8 The service provided by the Site is simply intended to be used in order to simplify the booking of boats; therefore Remy is not able to control, and in practice does not control, the content of the ads. by the Host, nor the condition or suitability of the Boats. By virtue of this, Remy can not, under any circumstances, be held responsible in relation to the content of the Ads inserted in the Site by the Hosts. Remy, in fact, is totally unrelated to the contractual relationship between the Host and the Guest.

7.9 In the event that the Guest purchases the optional Services on the Internet Platform, the relative payment must be made to Remy simultaneously with the payment of the Rental.

#### **Art. 8**

8.1 The Captain's reservation must be made by the User at least 15 days before the chosen date for the beginning of the engagement. At the same time of the booking of the services offered by the Captain, the User arranges the payment of the retail price (as defined in articles 2 and 9 below). The captain reserves 48 hours, from the time of booking of the User, to approve it or not. In case of express non-approval or non-response by Remy, the reservation will be considered as refused and nothing will be due by the Captain, while Remy will refund, upon receipt, the amount received by the User as payment of the Retail price. If the User fails to pay or does not adequately cover the funds of the credit card used as payment method, Remy reserves the right to cancel the reservation or take action to recover the credit.

At the time of approval by the Captain of the reservation and receipt by the User of the payment of the services offered by the Captain, Remy informs the respective identification data to the parties.

8.2 The Payment of the retail price will be made by the User directly to Remy, by virtue of a specific collection order by the Captain, through various payment methods (credit card, pay pal, bank transfer, etc.) established by Remy and indicated on the Site or otherwise communicated by Remy; the latter will send a specific receipt to the User for the amount of the payment made. The User acknowledges that the Captain has provided an irrevocable order to Remy to collect on his behalf the retail price for engagement by crediting to a non-interest bearing deposit account payable to Remy and therefore undertakes to pay on the non-interest bearing deposit account payable to Remy, which collects in the name and for the Captain's account, the retail price.

8.3 Remy, within 24 hours from the scheduled beginning of the engagement, will pay the Captain directly by retaining the funds due for the Services of use of the Platform, except at the same time the User reports, through the IT Platform itself, the absence of the Captain on the agreed date, the non compliance with the license required for steering the boat. In this case, Remy will suspend the payment of the amount of the engagement until the resolution of the dispute, withholding the sums paid on the non-interest bearing deposit, unless contrary to written orders by the User.

8.4 Any civil and criminal liability concerning the management of the relationship between the Captain and the User, being Remy a simple internet service provider, fall directly and exclusively on the Captain and on the User. Likewise, rights and obligations deriving from the contract concerning the engagement, fall directly and exclusively on the captain and on the User. No obligation arises from Remy with reference to the engagement, the availability of the Captain in the period subject to booking or the correspondence of the Captain to the characteristics described in the Instruction. The Captain will be in particular responsible for compliance with applicable regulations, relieving Remy of any responsibility in regard to and from any claim should be raised by Users or third parties in this regard.

8.5 The service provided by the Site is simply intended to be used in order to facilitate the engagement of a Captain; therefore Remy is not able to control, and in practice does not control, the content of the Advertisements by the Captains, nor the qualifications declared at the time of registration by the same. By virtue of this, Remy can not under any circumstances be held responsible in relation to the content of the adv. inserted into the site by the Captains. In fact, Remy will remain totally unrelated to the contractual relationship between the captain and the User.

8.6 In the event that the User purchases the optional Services on the Internet Platform, the related payment must be made to Remy at the same time as payment of the engagement.

**Art. 9**

9.1 The booking criteria, cancellations, penalties, deposits and relative terms to the rental offers of the Boats are those indicated in the adv. by the hosts (provided that, unless otherwise indicated in the adv. itself, the rental price covers only the rental of the boat excluding fuel, galley, anchorages, ports and any other expenses not otherwise indicated), of which Remy is in no way responsible.

9.2 The terms relating to offers of engagement of the Captains are those indicated in the adv. by the Captains themselves, of which Remy is in no way responsible.

9.3 The prices of boats Charter, displayed in each Adv., are to be understood inclusive of the price of Rental, Remy costs for technology services ("Remy Service Price") and any applicable taxes.

9.4 The Rental Price plus the Remy Price Service and any applicable taxes, are named collectively the "retail price".

9.5 The prices of the Captain's engagement, shown in each posting, are to be understood inclusive of the price of fees, Remy costs for technology services ("Remy Service Price") and any applicable taxes.

9.6 The Price of the engagement plus the Remy Price Service and any applicable taxes are named collectively the "retail price".

9.7 With the present General Conditions of Use, the Host and the Captain who publish an Adv. or a post, appoint Remy as the temporary agent for the sole purpose of collecting payments for the rental price and for the engagement of the Captain and for the amount of any Security Deposit, including any related taxes.

9.8 The Host agrees that Remy may, in accordance with the cancellation policy chosen by

the same and indicated in related adv, (i) allow the Guest to cancel the reservation and (ii) reimburse to the Guest that percentage of the rental price defined in the applicable cancellation policy.

The Host is informed and accepts that the "Remy Service Price" for the platform booking technology services is not refundable if the cancellation is communicated between 0 and 10 days before the scheduled delivery date of the Boat that therefore will be retained according to the provisions of these CGU.

9.9 The Guest is informed and agrees that, in accordance with the cancellation policy chosen by the Host and indicated in the relevant Notice, (i) he may cancel the booking and (ii) be reimbursed for a percentage of the rental price as defined in applicable cancellation policy. The Guest is informed and accepts that, if he cancels the booking made and is entitled to a total or partial reimbursement of the amount paid, he will have to acknowledge Remy the cost of the cancellation procedure, equal to 15.4%, net of taxes and fees if applicable. The Guest is also informed and accepts that this management cost will be retained by Remy from the amount of the refund due to him.

9.10 In this regard, the Guest is informed and accepts that the Host will indicate in the Adv. the cancellation policy applied by him, type A or type B described below:

#### **Type A**

If the cancellation notice is done more than 30 days before the scheduled delivery date of the Boat, the Guest is entitled to a reimbursement of 100% of the Retail Price minus the cost of the management cancellation, equal to 15.4%, and less the transaction cost of 2%, net of taxes and fees if applicable.

If the communication of cancellation is made in the period between 10 days before expected delivery date of the Boat and 30 days before the same date, the refund to the Guest will be 60% less the cost of cancellation management, equal to 15.4%, and less the cost of the even transaction at 2%, net of taxes and fees if applicable.

If the cancellation notice is made within 10 days before the scheduled delivery date of the boat, nothing will be refunded to the Guest. The amount of missed rental will be granted to the Host net of Remy Service Price.

#### **Type B**

No cancellation clause provided.

If the Host does not provide for any cancellation clause in the Adv., the entire amount of the missed rental (retail Price) will be refunded to the Guest deducted the cost of cancellation management equal to 15.4%, and deducted the cost of 2% transaction, net of taxes and fees if applicable.

The costs of the cancellation and transaction management are calculated on the entire rental Price determined in the adv.

9.11 In order to be entitled to a refund in the terms set out above, the Guest must necessarily communicate the Cancellation at the Host via the IT Remy platform.

9.12 No refund will be due if the Guest returns the boat before the scheduled deadline and agreed with the Host.

9.13 The Captain accepts that Remy may allow the User to cancel the reservation and reimburse to the User the full amount of non-engagement (Retail Price)

9.14 The User is informed and accepts that in case he cancels the booking made of the engagement of a Captain and is entitled to reimbursement of the amount paid, he will have to pay Remy the operating cost cancellation, equal to 15.4%, net of taxes and fees if applicable. The User is furthermore informed and accepts that this management cost will be retained by Remy from the amount of the reimbursement due to him.

The costs of managing the cancellation and the transaction are calculated on the entire retail price determined In the advertisement.

9.15 To be entitled to a refund in the manner described above, The User must necessarily communicate the Cancellation to the Captain through the IT Remy platform.

9.16 No refund will be due if the User decides to stop the captain's engagement before the deadline set and agreed with the same Captain.

9.17 In relation to the requested reservation, the User will be asked to provide to Remy or to the third party processing the payments, the usual invoice information, such as, for example, name, invoice address and credit card details.

The User agrees to pay Remy any confirmed booking (for the rental of one boat and / or for the engagement of a Captain) made by him in connection with his Remy Account in compliance to these General Conditions of Use by means of one of the methods described on the Website or as otherwise communicated by Remy. With the present General Conditions of Use, the User authorizes the collection of these amounts by charging same credit card provided within the reservation, directly by Remy or indirectly, through a third part of processing payments online or by means of one of the payment methods described on the Website or as otherwise communicated by Remy.

If it is a rental, the Guest in addition, authorizes Remy to charge the credit card in case of damages caused to the boat, according to what is considered in the following articles 9.18 and 9.19.

If the User is directed to a third party for processing the payment, the User may be subject to the terms and conditions governing the use of the services and the acquisition procedure of personal data of such third party part.

9.18 The Guest, during the period in which he / she benefits the booked Boat, is responsible of the same and will have to return it to the Host in the conditions in which it was on its arrival. The Guest is aware and agrees to be responsible for his or her actions or omissions, as well as for the acts or omissions of any individual that you invite, or to which access to the rented boat is otherwise permitted. In the event that a Host complains and provides, in a definitive and indisputable way in the opinion of Remy, the proof of damages suffered due to negligence or fraud of the Guest who has rented the Boat, the Guest agrees to reimburse the damages caused on the basis of applicable rules on the matter.

9.19 In any case the Host indemnifies Remy from any responsibility regarding such damages, renouncing to involve it in any related judicial and / or out-of-court proceedings.

#### **Art. 10 - Responsibility**

10.1 the Host has the right to create Ads on the Site to make available chartering own Boats. The Professional captain has the right to create adv. on the Site highlighting all the information that will be useful to prove his skills and experience.

10.2 the Host and the Captain accept and agree to be responsible for all published Adv / postings.

As a result, the Host and the Captain declare and guarantee that the Adv / postings that will publish:

(i) will not violate any agreement done by the Guest with any third party and (ii) comply with applicable laws, tax requirements, applicable laws and regulations, including but not limited to navigation rules, in the matter of labor law and those governing the chartering of pleasure boats, the rules relating to the qualifications necessary for steering the boats. Remy assumes no responsibility for the compliance of the Guest, who books through the IT platform, to any regulation and / or regulation in force. Remy reserves the right, at any time and without prior notification to the Host and the Captain, to remove or disable access to any adv. / postings that in its sole discretion deems published in violation of laws, regulations or these General Conditions of Use.

#### **Art. 11 -Remy**

As stated in the introduction, the User understands and agrees that Remy does not act as an insurance company, nor as an agent or professional broker for the User, nor as the Owner of the Berths or Charters.

#### **Art. 12 - Users Evaluation**

12.1 At the end of the agreed period of charter, each User can manifest an evaluation on the other Users with which he concluded the rental and / or engagement contract by indicating on the Remy website a vote and a possible comment. Also the chartered Boat can be evaluated.

12.2 Only the charters and / or the engagement actually carried out enable the publication of an evaluation.

12.3 The comment and the mark will be published on the public profile of the User and / or the Boat evaluated, after verification by Remy of the formal correctness of the expressed judgments, with the exclusion of any terminology that may be offensive.

12.4 Remy reserves the right to remove, at its discretion, any comments and to delete any User Accounts in case of repeated inappropriate comments.

Users can not remove any comments written by another User. However they have right of reply to comments.

12.5 The User can inform Remy of a comment not compliant with these GTU by sending an e-mail mail to [info@remyservice.it](mailto:info@remyservice.it).

### **Art. 13 - Deactivation /Cancellation of the "User Account"**

Remy reserves the right, in its total and exclusive discretion, and without liability to the User, for any reason, with or without prior notification, and at any time, to: (a) deactivate or cancel the Account Remy of the User. In the event of termination Remy will promptly pay the User any amount that Remy's sole discretion is reasonably deemed to have to pay and / or that Remy is legally obliged to pay. In the event that Remy deactivates access to the Website by the User, o deactivate or cancel the User's Account, the latter will remain responsible for all amounts due in connection with the use of the service referred to in these General Conditions of Use. The User has the right to cancel his / her User Account at any time through the specific function indicated on the Site. In the event that the Account User is canceled for any reason by Remy or by the User, Remy will have no obligation to remove or return to the User any content published by the User on the Site.

For the regulation of the processing of personal data by Remy, refer to the area of the site specifically dedicated, reached at the following address ([http://www.remyapp.it/pdf/privacy\\_remy.pdf](http://www.remyapp.it/pdf/privacy_remy.pdf)).

### **Art. 14 –Property**

All the contents of the Website, including but not limited to logos, images (drawings and / or video and iconographic material, including photographs and 3D images), sounds, music tracks, software, texts, icons, graphics, databases and software programs used on the site itself, source codes, application projects, formulas and algorithms,

are owned by Remy or the ones who has the license and are protected by copyright law, trademarks, patents and other intellectual and / or industrial property rights. In particular, the word marks, figurative, filed, registered and / or factual and the names of Remy and / or of Remy products or services are of property of Remy and can not be used in any way without the specific written consent of the latter. The User acknowledges that also the contents reported in the advertisements, in the Advertising banners o the information presented to the User on the occasion of the Services or through any advertisers are protected from the rules on copyrights, trademarks, patents and other intellectual and / or industrial property rights.

Any use not previously authorized in writing by Remy or in any case different from the provisions of the present General Conditions of Use

- including, but not limited to, the reduction, the modification, distribution, the transmission and reproduction of the contents of the Site and / or Services

- it is strictly prohibited, sanctioned by law and may be prosecuted in the competent courts.

The User, as author and / or interpreter of the contents sent to Remy

by uploading from the Site and uploaded and published within the

himself in the use of the Services, he remains the holder of all intellectual and /or industrial property rights . By accepting these General Conditions of use, the User grants Remy one worldwide license, not exclusive, without time limits and with the right to be sub-licensed, on the contents transmitted to Remy from the User by uploading from the Site.

**Art. 15 - Applicable law**

15.1 The Parties agree that in the event of a contradiction between the information on the Site and the CGUs, the CGU prevail.

15.2 These General Conditions are governed by Italian law.

15.3 By accepting these GTU, the User agrees and accepts that all disputes arising from these General Conditions of Use, including those relating to the validity, interpretation, execution and termination, will be submitted to the jurisdiction of the Court of Padua- Italy.