

GENERAL TERMS OF SERVICE

Last updated: April 19th, 2017

These Terms of Service govern your access to and use of services provided on www.pleema.com (collectively, the **website**), and constitutes a binding legal agreement between you and Nautical Booking llc. (collectively "**Pleema**").

If you do not agree to these Terms of Service, you have no right to obtain information from or otherwise continue using the **website**. Failure to use the **website** in accordance with these Terms may subject you to civil and criminal penalties.

By creating a user account (collectively, "**user**") on the **website** you agree to these Terms of Service.

By creating a vessel profile on the **website** you agree to these Terms of Service.

By confirming a booking on the **website** you agree to these Terms of Service.

Creating a user account and using the **website's** services are intended solely for persons who are 18 years and older.

Pleema reserves the right, in its sole discretion, to modify these Terms of Service at any time, in case of which all existing **users** will be notified prior to the change. Changes will apply at the time of posting. Your continued access or use of the **website** will constitute acceptance of the modified Terms of Service. Changes to Terms of Service will not apply to existing reservations, unless the reason for change is in conflict with the existing reservation.

All legal disputes are to be governed in and under the law of the Republic of Croatia.

PLEEMA

Pleema provides an online platform that connects **vessel owners** and **travellers** seeking to book vessels for a defined period of time.

Pleema does not own any of the advertised vessels and cannot be held reliable for verifying the truthfulness, accuracy, condition, legality or suitability of the vessel.

You understand and agree that **Pleema** is not a party to any agreements entered into between the **vessel owner** and the **traveller**, nor is **Pleema** a tourist agency, boat broker, insurer or similar.

Pleema has no control over the conduct of **vessel owners, travellers** and other **users** of the **website** and disclaims all liability in this regard to the maximum extent.

Pleema does not guarantee, nor takes any responsibility, for the vessel's legal charter registration or that the **vessel owner**, or provided skipper/crew, is licensed or capable of maneuvering the vessel.

Pleema acts solely as a communication gateway between **vessel owners** and **travellers**, and a payment gateway for vessel booking agreements.

Pleema does not create any content associated with vessels. **Vessel owners** are solely responsible for the accuracy, truthfulness and completeness of the published vessel content.

Pleema is not responsible for the accuracy of any **user** account. **Pleema** reserves the right to remove **users** who have been found guilty of misusing the **website** in any manner (inaccuracy of provided information, harassing of other users, or violation of these Terms of Service).

Pleema mediates the payment transactions for services agreed upon on the **website**; and forwards the payment from the **traveller** to the **vessel owner**.

Pleema is responsible for forwarding received payments from the **travellers** to the **vessel owners**, minus the agreed service fee, within 48 hours from the **traveller** boarding the vessel.

Pleema is not obliged to forward received payments from the **traveller** to the **vessel owner**, in the case that the **traveller** does not board the vessel, the vessel does not match the information provided on the **website**, or if the vessel is not at the departure location agreed upon with the **traveller**.

Pleema is not accountable for any damage caused to the **traveller**, the **vessel owner** or the vessel, for any reason other than unduly withholding payments.

USERS

In order to access certain features of the **website**, and to book vessels or create vessel profiles, you must create a **user** account and become a member.

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. **Pleema** reserves the right to suspend or terminate your **user** account and your access to the **website** if you create more than (1) **user** account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete or otherwise in violation of these Terms of Service.

If you choose to create a **user** account on **Pleema**, you understand and agree that your relationship with **Pleema** is limited to being a member and an independent, third-party contractor, and that you act exclusively on your own behalf and for your own benefit.

As a **user** you agree not to do anything to create a false impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of **Pleema**, including misuse of intellectual property.

As a **user** you agree not to do anything to misuse the **website** in attempt to disturb, harass or impersonate other **users**.

All **users** are prohibited from misusing the communication gateway in attempt to avoid **Pleema's** service fees.

VESSEL OWNER

Vessel owners are local or foreign legal or adult entities that are registered, at the local authorities, as the legal owners of the vessels they have set up on **Pleema**; or, entities acting as agents on the vessel owner's behalf.

As a **vessel owner** you acknowledge and agree that you alone are responsible for the truthfulness of the content provided, both in textual and visual aspect, and are obliged to frequently update the descriptions and details of the vessel.

As a **vessel owner** you understand that by setting up a vessel on **Pleema**, you confirm the vessel is registered for commercial rental services and that he/she is in possession of vessel, passenger and crew insurance.

As a **vessel owner** you understand and agree that once a **traveller** requests a booking of your vessel, you may not request the **traveller** to pay a higher price than shown on the **website** at the time of the request.

In cases where the vessel is rented with a crew, the **vessel owner** guarantees the crew has all of the required licenses to maneuver the vessel.

In cases where the vessel is rented without a crew, the **vessel owner** takes responsibility to verify the **traveller's** ability to maneuver the vessel and their license to do so.

Pleema provides a space where licenses can be uploaded, but does not take responsibility or guarantees to verify their accuracy, truthfulness or validity.

Vessel owners are held accountable for any damage caused to the **traveller** due to the violation of any of the above clauses, as well as the cancelation of a reservation, resulting in damage to the **traveller**.

Pleema reserves the right, at any time and without prior notice, to remove or disable any vessel profile for any reason, including vessel profiles that **Pleema**, in its sole discretion, considers to be objectionable for any reason, in violation with these Terms of Service.

If a **traveller** requests a booking and uses your vessel, any agreement you enter into with such **traveller** is between you and the **traveller**, and **Pleema** is not a party of it.

To cover payment processing costs and services provided on the website, **Pleema** will charge the **vessel owner** no more than 7% of the total of each confirmed reservation.

Photographs, offers, packages and discounts uploaded by **vessel owners**, of their vessels, can be used by **Pleema** for promotional purposes.

TRAVELLERS

Travellers are adult private or legal entities that have booked a vessel through **Pleema**, for rental purposes.

Upon requesting a booking, the total fees payable, including the vessel rental fees and **Pleema's** service fees, will be displayed to the **traveller** before the **traveller** sends a booking request to the **vessel owner**.

If you, as a **traveller**, choose to enter into a transaction with a **vessel owner** for the booking of a vessel, you agree and understand that you will be required to enter into an agreement with the **vessel owner**, not **Pleema**, and you agree to accept any terms, conditions, rules and restrictions associated with the vessel, imposed by the **vessel owner**.

In cases where the **traveller** wants to reserve a vessel without the vessel owner, or the vessel owner's crew/skipper (collectively, "**bareboat**"), the **traveller** guarantees he/she holds a valid license/permit to do so, and will provide the license/permit upon demand.

The **traveller** is obliged to pay the total fees payable upon confirming a booking, as agreed upon and displayed on the **website** at the time of the booking. Future changes of the price for rental of the same vessel do not influence the price paid at the time of booking.

As a **traveller** you accept full responsibility for any damage caused to the vessel during the period of rental.

The **traveller** guarantees he/she will not use the vessel for any illegal purposes, or sublet the vessel, unless otherwise agreed with the **vessel owner**.

Pleema reserves the right to charge the **traveller** a service fee of up to 8% of the total reservation cost.

RESERVATIONS AND CANCELLATION POLICIES

The **vessel owner** and the **traveller** have the right to cancel a confirmed reservation.

In cases where the **vessel owner** cancels the reservation, the **traveller** will receive a 100% refund including **Pleema's** service fee. **Pleema** is obliged to refund the **traveller** within 7 working days, from the cancellation of the reservation. **Pleema** can offer the **traveller** a refund or the option to retain the funds if the **traveller** is interested in using the funds to reserve an alternative vessel. If the **traveller** does not clarify their choice within 14 days from the cancellation of the reservation, **Pleema** is obliged to refund the **traveller** within 7 working days.

In cases where the **vessel owner** cancels the reservation, the **vessel owner** does not face any financial penalties for canceling the reservation, but their vessel profile will drop in rank in the search results.

In cases where the **traveller** cancels the reservation, the **traveller** is obliged to pay the cancellation fees in accordance with the cancellation policy agreed upon by the **traveller**, defined by the **vessel owner**, at the time of confirming the reservation. Possible cancellation fees are as follows:

BLUE: 100% refund 1 day prior to arrival

If the guest cancels the reservation 1 or more days before the boat trip, the guest will receive a 100% refund. If the guest cancels the reservation less than 1 day before the boat trip, the guest will be charged the total amount.

GREEN: 100% refund 5 days before arrival

If the guest cancels the reservation 5 or more days before the boat trip, the guest will receive a 100% refund. If the guest cancels the reservation less than 5 days before the boat trip, the guest will be charged the total amount.

ORANGE: 70% refund 10 days before arrival

If the guest cancels the reservation 10 or more days before the boat trip, the guest will receive a 70% refund. If the guest cancels the reservation less than 10 days before the boat trip, the guest will be charged the total amount.

RED: 50% refund 21 days before arrival

If the guest cancels the reservation 21 or more days before the boat trip, the guest will receive a 50% refund. If the guest cancels the reservation less than 21 days before the boat trip, the guest will be charged the total amount.

In cases where the **traveller** cancels the reservation, **Pleema** reserves the right to retain the total service fee, with no possible refund, regardless of any refunds subject to the cancellation policy.

Travellers and **vessel owners** understand and agree that they have no legal rights to seek any type of reimbursement from **Pleema** on account of a cancelled reservation. In cases where **Pleema** partially or fully refunds the **traveller** on account of a cancelled reservation, the **traveller** understands and agrees that they have no legal rights to seek interest on the sum.

TAXES AND INVOICES

As per the tax regulations in the Republic of Croatia, **Pleema** is required to pay taxes solely on **Pleema's** service fees. Taxes for vessel rental are to be paid by the **vessel owners** according to their local tax regulations. The tools provided by **Pleema** on the **website** allow **vessel owners** to independently control their prices and the inclusion of taxes. **Pleema** takes no party or responsibility for tax regulations on vessel rental.

*If you have any questions about these Terms of Service, please contact **Pleema** at support@pleema.com*

