

# General Terms of Brokerage Services

## I. General Provisions

These General Terms form an integral part of any Brokerage contract that a Customer enters into with Goolets as well as of any other contract that Customer would enter with third parties provided that the Goolets co-signs such a contract in a capacity of a broker.

If an individual contract or individual general terms agreed to be used by the Customer, Goolets and the Vessel Provider contain provisions that are in conflict with these general terms, the provisions of such contract or such general terms shall apply.

"Goolets" means the company GOOLETS, potovalna agencija, d.o.o., Taborska cesta 1, 1290 Grosuplje, Tax number: SI 54963516, website: [www.goolets.net](http://www.goolets.net)

Goolets provides brokerage services for the rental of vessels (sailboats, yachts, catamarans and other vessels) with crews, namely between customers and Vessel Providers.

"Customer" means any legal person, self-employed person or natural person, who identifies him-, her- or it-self in the booking form, in the offer form (name and surname, country, home address, e-mail address, mobile phone number) or confirms the reservation by sending his data by e-mail address or telephone. The Customer accepts these general terms of service (the "general terms") as a whole. The Customer, who is a natural person, confirms that he or she is over 18 years old and that all information provided is correct. The Customer declares and guarantees that he or she is legally authorized to sign the reservation form in his or hers own name and on behalf of any other person he or she legally represents. The Customer agrees to have read, understood and agreed to the general terms.

"Vessel Provider" means a charter of a company, a marina, a physical owner of a vessel or a travel agent who owns or is authorized to operate a Vessel (e.g. a sailboat, catamaran, yacht, motorboat,...) and perform related nautical products or services which are occasionally available for booking.

## II. Brokerage Services

As the Broker, the Goolets intervenes in concluding contracts about renting vessels between the Customers and the Vessel Providers.

By booking a vessel, the Customer enters into a direct contractual relationship with the Vessel Provider, knowing that Goolets acts solely in a capacity of the Broker in order to facilitate such a direct contractual relationship.

Upon confirmation of the reservation, the Customer concludes a Cruise Contract with the Vessel Provider, whereby Goolets also acts in a capacity of a broker as a co-signatory of such a contract. Pursuant to the Customer's instructions, Goolets will provide the Vessel Provider with all information on the Customer's wishes regarding the journey. In avoidance of any doubt, Goolets does not rent any vessels and does not provide any other services to the Customer.

In carrying out the activities referred to in the previous paragraph, Goolets therefore does not act as a travel agency and does not offer travel, especially travel packages.

The information that Goolets displays on the website or that it sends to Customers is based on information provided to Goolets by Vessel Providers. Goolets cooperates with Vessel Providers whom it trusts and, to the best of its ability, verifies the accuracy of the information provided by these Vessel Providers. Although Goolets uses credible sources in the performance of its services, it cannot guarantee that all information is accurate, complete and correct, nor can it be held liable for errors (including typographical errors), any interruptions due to any (temporary and / or partial) malfunctions, repairs, upgrades or maintenance of the website (or any other reason), inaccurate, misleading or untrue information or for non-disclosure of information. Each Vessel Provider remains responsible at all times for the accuracy, completeness and correctness of the information (including rental price and availability) displayed on the Goolets website.

## III. Mutual Rights and Obligations of the Contracting Parties

The mutual rights and obligations of Goolets as the Broker, an individual Vessel Provider and a Customer are agreed in more detail in the individual Cruise contract, in the general terms and conditions of an individual Vessel Provider.

The Customer undertakes always to provide the correct information on the details that Goolets needs to communicate between it and the Vessel Provider. Customer also undertakes to notify Goolet in a timely manner in the event of any changes to this

information. Customer also authorizes Goolets to verify the accuracy of personal information and any other information provided and undertakes to cooperate with Goolets during such verification.

#### **IV. Use and Protection of Personal Data**

Goolets collects, processes and protects all acquired personal data in accordance with the Personal Data Protection Act and the EU Regulation GDPR.

Goolets collects the following personal information of its customers: name, surname, address, contact information (e-mail address, telephone number), method of payment and all other important information related to the individual reservation of the vessel (e.g. time of arrival at the marina). In addition, Goolets may also request additional personal information such as gender, citizenship, ID or passport number, date of birth, place of birth, payment information. The Customer is responsible for informing all other persons traveling with him or all third parties for whom he may organize the trip.

Goolets provides personal data to an individual Vessel Provider, for cooperation with which an individual Customer decides.

Furthermore, Goolets may also collect data from customers electronic devices used to access the Goolets online platform. This information may include information about the IP address, browser, device, and language settings used by the Customer.

#### **V. Limitation of liability**

Goolets is only liable for direct damage actually suffered by the Customer as a result of non-compliance with Goolet's obligations or breach of Goolets' obligations to the Customer in connection with the brokerage between the Customer and the Vessel's Provider, whereby Goolets shall not be liable for any damage resulting from between the Customer and the Vessel Provider.

Notwithstanding the fact that Goolets does not act as a travel agency and Goolets is not aware that the Vessel Provider provides services that could be interpreted as travel packages, Goolets gives the Customer the right to withdraw from the Brokerage Contract within 14 days of its conclusion.

#### **VI. Applicable law and jurisdiction**

The contractual relationship between the Customer and Goolets and any potential disputes that could arise from this relationship are subject to the law of the Republic of Slovenia without regard to conflict of law rules which may determine the application of any other law.

In the case of any dispute between the Customer and Goolets, the Customer explicitly agrees that the issue shall be referred to the competent court in Ljubljana.

If any provision of these General terms is invalid or becomes invalid, unenforceable or non-binding, the customer and Goolets will still be bound by all other provisions of these General terms.

#### **VII. Transitional and Final Provisions**

These General terms and Conditions shall apply from 1 January 2021 on.