

# TERMS AND CONDITIONS OF SERVICES

This Terms and Conditions ("**Terms and Conditions of Services**") regulates the terms and conditions of use of Services provided through **D Marinas Hellas Single Member S.A.** and its Affiliates through the online platform. **Terms and Conditions of Services** is hereby issued by **D Marinas Hellas Single Member S.A.** ("**D Marinas Hellas** "), a company established and operating under the laws of Greece, having its registered seat in Piraeus, Greece (Management Offices of Zea Marina, Freattyda), with GEMI (Greek General Commercial Registry) no 121868301000 and Greek Tax no 999860946, Tax Office FAE Piraeus, Tel no +302109855327. Each capitalized term herein has the meaning given in Terms and Conditions of Website or in this Terms and Conditions of Services.

## 1. General Provisions

- 1.1. **D Marinas Hellas** operates an online platform under the domains d-marin.com, d-marin.live, d-marin.app and on the mobile application named "D-Marin - Premium Marinas" through which **D Marinas Hellas** affiliates which operate touristic harbors ("**Affiliate**") offer customers ("**Customer**") the possibility to reserve and stay at the offered via Website boat berths ("**Berth**") at the available affiliated marinas ("**Marina**") for a specific time period.
- 1.2. The present Terms and Conditions of Services regulates the terms and conditions of Services provided by D Marinas Hellas and/or its Affiliates operating each Marina mentioned in point 1.1. when the Services have been booked through the online platform.
- 1.3. The terms and conditions of use of the Platform are specified in the Terms and Conditions of Platform.
- 1.4. The Services referred to in the present may only be used by a natural person with full legal capacity or a legal entity. In case of a legal entity, making a reservation and use of the Service on its behalf and performing all actions as part of the use of Services may only be performed by a person lawfully authorized to act in this regard on behalf of the entity.
- 1.5. The reservation of a Berth will be considered final and binding for the parties following the confirmation of full payment by the Customer, acceptance of all Terms and Conditions of Platform, of Privacy Policy and of Services and verification by the Marina ("**Reservation**"). Hereinafter, the User or/and Guest who made a Reservation are referred to as "**Boater**".
- 1.6. Making an effective, i.e. confirmed by email as per provision 2.9 of the present, Reservation of Berth is equivalent to concluding an agreement for the provision of Services ("**Agreement**").

- 1.7. Conclusion of the Reservation and of the Agreement with submission of the confirmation of the Reservation and payment by the Boater entails the explicit acceptance by the Boater of the present Terms and Conditions of Services, of the pricelist of the Marina for berthing and other services and of the special conditions of operation applicable at the selected Marina. The Boater by confirming the Reservation, declares that he/she has taken full knowledge of the Special Regulation of Operation of the selected Marina at [www.d-marin.com](http://www.d-marin.com) (<https://www.d-marin.com/en/terms-and-conditions/>) and of the terms of services set forth herein on which the Agreement is based and expressly and unreservedly accepts them.
- 1.8. With respect to personal data processing by the Marina and the privacy rights, the Customer may be informed for the Personal Data Protection Policy of the Marina at [www.d-marin.com](http://www.d-marin.com) (<https://www.d-marin.com/en/privacy-policy/>) or request a copy thereof from the Marina.
- 1.9. The Services offered from the Marina under the Reservation are the provision of the Berth reserved for the designated Boat and period for recreational purposes and the use of the facilities of the Marina as per its rules of operation. Each Marina also offers additional services, such as electricity, water etc, at the prices and terms set by the Marina, which the Boater accepts by concluding the Reservation.
- 1.10. The Agreement for the Provision of Services mentioned in particular in point 1.6. is concluded between Boater and the Affiliate that runs the selected Marina which shall offer the Services. The details of the particular entity with which the reservation agreement is concluded depend on which Marina the reservation concerns and more specifically is as follows:
  - 1.10.1. The Marina under the trade name “ZEA MARINA LEASING AND EXPLOITATION OF TOURIST PORT OF ZEA SOCIETE ANONYME” and the distinctive title “ZEA MARINA S.A.”, duly organized and existing under and by virtue of the laws of Greece, having its registered seat at Marina Zeas, PC 18534, Freattyda Piraeus, Attica, Greece, registered with the General Commercial Registry under no. 044977907000, with TIN 999641160.
  - 1.10.2. The Marina under the trade name “GOUVIA MARINA SINGLE MEMBER SOCIETE ANONYME” and the distinctive title “GOUVIA MARINA”, duly organized and existing under and by virtue of the laws of Greece, having its registered seat at Tzavros 60, PC 49083, Corfu, Greece, registered with the General Commercial Registry under no. 033881233000, with TIN 094420215.
  - 1.10.3. The Marina under the trade name “LEFKAS MARINA SINGLE MEMBER SOCIETE ANONYME CONSTRUCTION - EXPLOITATION” and the distinctive title “LEFKAS MARINA S.A.”, duly organized and existing under and by virtue of the laws of Greece, having its registered seat at East Beach Lefkas, PC 31100 Lefkada, Greece, registered with the General Commercial Registry under no. 016453443000, with TIN 094302038.
  - 1.10.4. The Marina under the trade name “MARINA DALMACIJA D.O.O.”, under the legal form of Societe Anonyme, duly organized and existing under the laws of Croatia, with registered seat at Obala kraljice Jelene 53, 23205, Bibinje, Croatia, registered with the Commercial Court in Zadar under no. 060000880 and OIB: 47462413099.
  - 1.10.5. The Marina under the trade name “MARINA SIBENIK D.O.O.”, under the legal form of Societe Anonyme, duly organized and existing under the laws of Croatia, with registered seat at Obala Jerka Šižgorića 1, 22000, Šibenik, Croatia,

registered with the Commercial Court in Zadar under no. 100003742 and OIB: 51380357466.

1.10.6. The Marina under the trade name "MARINA BORIK D.O.O.", under the legal form of Societe Anonyme, duly organized and existing under the laws of Croatia, with registered seat at Obala kneza Domagoja 1, 23000, Zadar, Croatia, registered with the Commercial Court in Zadar under no. 110002945 and OIB: 31947109883.

1.10.7. The Marina with corporate name "DANUVIUS MARINA D.O.O.", having its registered seat in Tribunj, Jurjevgradska 2, Croatia, with Commercial no 060180076 and OIB 14329389295.

1.10.8. The Marina with corporate name "MARINA DEL MEDITERRÁNEO ESTEPONA, S.L.", a company duly incorporated and existing under the laws of Spain, with registered office at Tower of Control, Port of Estepona, 29680 Málaga (Spain), with Tax Identification Number B-92919240 and registered with the Commercial Register of Málaga under volume 4495, page MA-96728 and sheet 9.

1.10.9. The Marina with corporate name "Marina del Mediterráneo Este, S.L.", a company duly incorporated and existing under the laws of Spain, with registered office at Sportive Zone, Port of Estepona, 29680 Málaga (Spain), with Tax Identification Number B-92192863 and registered with the Commercial Register of Málaga under volume 2672, page MA-4565 and sheet 57.

1.10.10. The Marina with corporate name "Marina del Mediterráneo Duquesa, S.L.", a company duly incorporated and existing under the laws of Spain, with registered office at Sportive Zone, Port of Estepona, 29680 Málaga (Spain), with Tax Identification Number B-29860921 and registered with the Commercial Register of Málaga under volume 2041, page MA-29754 and sheet 108.

1.11. Each time the e-mail address **D Marinas Hellas** is mentioned, it is the e-mail address: [online.booking@d-marin.com](mailto:online.booking@d-marin.com), while each time the e-mail of the Marina is mentioned it is the e-mail of the selected Marina as above in 1.10.

1.12. Whenever these Terms and Conditions of Services refer to the powers of **D Marinas Hellas**, the powers, to the extent of the services performed, also apply to the Affiliates.

## 2. Reservations

- 2.1. Reservations, cancellations or requests for changes of the Services must be made in accordance with the provisions of the present Terms and Conditions of Services.
- 2.2. Berth Reservations can be made by both Guest and User. While making a Reservation, Guest must always provide the information requested by the Website. The User does not have to provide this information every time if the information was provided earlier and the current reservation concerns the same boat. The data of the User is stored in the Account, through which he/she also has access to the Boats assigned to his/her account. The User is however required to review and verify this information every time when making a reservation since D Marinas Hellas bears no responsibility for the accuracy of the data.
- 2.3. In order to make a reservation, the Boater must select a specific Marina for a specific time period, accept the Terms and Conditions of Website, the Terms and Conditions of Services and Privacy Policy and provide the requested information. After entering the requested information, Boater should click on the “Book / Make reservation” button to submit a reservation request and the Boater will be provided a specific quote that takes into consideration the available reservation period and terms.
- 2.4. The Boater is obliged to provide true, correct and up-to-date data during the Reservation process. The Boater warrants that he/she is the owner of the Boat or has the immediate right to possess the Boat and that the Boat length is as stated.
- 2.5. The Boater is obliged to update the data in case of any changes.
- 2.6. D Marinas Hellas and/or the Marina reserves the right to perform verification of the timeliness and truthfulness of the data provided by the Boater and to require the Boater to confirm his/her identity, Boat measurements and other necessary data at the discretion and in a manner selected by **D Marinas Hellas** and/or the Marina.
- 2.7. If the information submitted are not complete or accurate, the D Marinas Hellas and/or the Marina has the right to:
  - 2.7.1. charge an additional fee;
  - 2.7.2. indicate another Berth;
  - 2.7.3. cancel the Reservation.
- 2.8. Reservation confirmation will be sent to the Boater via e-mail, which shall include a summary of the data of the Reservation and a confirmation of the Agreement between the Boater and the Marina. If the Boater does not receive a confirmation via e-mail within 24 (twenty-four) hours of when the payment was made or if the information of the Reservation is not according to the booking made, the Boater should contact D Marinas Hellas via e-mail immediately.
- 2.9. Boater may request the Marina to change the terms of the Reservation. The Marina will make an effort to accommodate such request to the extent possible. However, the Marina undertakes no obligation to do so and does not promise in any way that requests for changes of the Reservation will be met.
- 2.10. If Boater fails to appear at the appropriate location at the appropriate time to use the Service offered by the Marina or cancels the Reservation for any reason, Reservation expires and any amount paid by the Boater is not refunded under any circumstances.
- 2.11. The Marina hereby reserves that in case of severe weather conditions, technical problems, force majeure and other cases that were impossible or very difficult to foresee, it has the right to the extent possible to replace the originally contracted

Services, with similar Services. This applies in particular to a change of Berth in the Marina.

- 2.12. If the aforementioned occurrences would be severe enough to deprive the Marina of the capacity to provide the reserved Services, or would increase the costs of the reserved Services to an excessive extent, the Marina is entitled to cancel the Reservation.
- 2.13. The applicable price for the Services will be the price listed on the Website d-marin.com that was in effect at the time of Reservation, except for obvious errors. D Marinas Hellas and/or its Affiliates hereby reserve that the prices listed on the Website are subject to change at any time. However, the new prices do not affect the prices that were valid under Reservation.

### **3. Berthing Conditions**

- 3.1. Berthing is allowed only at the Berth and for the time period and Boat specified in the Reservation. In case of absence of the Boat from its allocated Berth, the Marina has the right to Berth another boat in that Berth during its absence. Subleasing or assignment of the Berth in any other way to another boat by the Boater is strictly prohibited.
- 3.2. All berthed boats in the Marina should have all necessary registration documentation issued by the Authorities of their country of origin, as well as a valid insurance with minimum amount of cover as determined by the law of the country in which the Marina is located. The condition of the Boat should furthermore comply with generally accepted safety standards.
- 3.3. In the event of non-compliance to the obligations arising from the Agreement, Boater hereby grants irrevocably and unconditionally, the order and the mandate to the Marina to move the vessel according to the applicable provisions of the law within the area of the port, or wherever else the Marina chooses at the Boater's expenses and risks.
- 3.4. The Marina bears no responsibility for any damage caused to the berthed boats due to bad weather conditions or force majeure events.
- 3.5. Repair or maintenance works on boats may be carried out by persons selected by the Boater, only upon prior written permission of the Marina. In such a case a declaration must be made by the Boater that these persons are lawfully employed or operating and covered by the social security system of the Marina's location country and that the Boater assumes liability for any third-party damages or personal injury caused by these persons.
- 3.6. In case of change the ownership of the Boat, the Agreement is terminated and the previous owner must notify in writing to the Marina the details of the new owner and the date of change of ownership. The new owner does not automatically substitute the previous owner in the Agreement, but has the obligation to inform the Marina of the change of ownership and conclude a new agreement. The decision of the new owner not to use the Reservation or not to continue using the Berth assigned by the Reservation does not entitle the Boater to any refund.
- 3.7. Any behaviour by the Boater or companions of the Boater that is not in accordance with good manners, in particular damage to the Marina's infrastructure or aggressive behaviour on the Marina's premises or towards its employees, is unacceptable and may be cause for premature termination of the Agreement due to the fault of the Boater.
- 3.8. Marina is entitled to terminate the berthing Agreement at any time if:

- 3.8.1. The owner does not meet his/her payment obligations under the Agreement,
- 3.8.2. The owner violates the provisions of the terms and conditions of the particular Marina.
- 3.9. In case of departure of the Boat prior to the Agreement's end date or due to termination of the Agreement by the Marina for the above-mentioned reasons, berthing and other fees are non-refundable.
- 3.10. The Boater is responsible for all actions, proceedings, claims, damages, costs, expenses, losses and liabilities caused by or arising from any damage or injury suffered by any person or to any property where it was caused by an act, failure to act or omission by the Boater, his/her crew, passengers, guests or persons carrying out work on the Boat by arrangement with the Boater or with his/her consent.

## 4. Payment

- 4.1. Before confirmation of payment by the Boater, the total price for the specific Marina, Boat, Berth and time period will be stated, including applicable VAT. For the Reservation to be completed and confirmed the stated total price for the berthing fees must be paid in full and in advance within 24 (twenty-four) hours of online booking and cover the entire time period agreed upon with the Marina as indicated in the Reservation. Additional service charges if applicable will be paid within 5 (five) days from the issuance of the invoice by the Marina, without any reminder or notice.
- 4.2. Prior to a yacht's departure, all berthing and additional services fees and any other outstanding charges must be paid in full.
- 4.3. For Marinas located in Croatia or Greece, payment will be processed through the Adyen payment platform ("**Payment Service Provider**"), according to the terms and conditions set by the Payment Service Provider, which can be found at the following link [adyen.com](https://www.adyen.com).
- 4.4. D Marinas Hellas does not have access to any transmitted data (e.g. credit card data) at any time.
- 4.5. The payment currency will be:
  - 4.5.1. in Greece – Euro (EUR);
  - 4.5.2. in Croatia – Euro (EUR) or Kuna (HRK). The standard price, which is valid for foreign Customers, will be quoted in Euro. At the moment of calculating the price for the reservation, the price in Kuna will be presented and available for local clients to select. Conversion of Euro to Kuna will be based on official Croatian National Bank exchange rate;
- 4.6. It is hereby expressly acknowledged and agreed by the Boater that extracts or certified photocopies of the books of the Marina, as well as statements of accounts or a certificate signed by an authorized officer of the Marina shall be conclusive binding and full evidence, save for manifest error, towards the Boater as to the existence and/or the amount due by the Boater to the Marina under this Agreement and of the applicable default interest. Enforcement procedures or any other court or out-of-court procedure can be commenced by the Marina on the basis of the above-mentioned means of evidence including written statements or certificates of the Marina.
- 4.7. The D Marinas Hellas and/or the Marina emphasizes that local authorities may impose additional taxes which have to be paid locally. Boater is solely responsible for payment of these additional taxes.

- 4.8. The prices listed on the Website do not include insurance. In connection with the subject matter of the Services, the Marina advises Boaters to purchase appropriate insurance.
- 4.9. In case of cancellation or amendment of the Reservation by the Boater without the prior written consent of the Marina or departure from the Marina prior to the end of the time period of the Reservation for any reason, the Boater explicitly accepts that any and all amounts paid are non-refundable.

## **5. Termination**

- 5.1. Reservation constitutes the Boater's acceptance of the terms and conditions of these Terms and Conditions of Services regarding termination or Cancellation.
- 5.2. Agreement for the provision of Services (Agreement) expires when:
  - 5.2.1. the period covered by Reservation has ended.
  - 5.2.2. the Agreement has been terminated according to clause 5.4;
  - 5.2.3. when conditions specified in point 2.6., 2.11., 2.12. occur;
  - 5.2.4. when conditions specified in point 3.6. occur;
  - 5.2.5. when conditions specified in point 3.7. occur;
  - 5.2.6. when conditions specified in point 3.8. occur;
  - 5.2.7. in the event of bankruptcy or insolvency or the death of the Boater or in case of a legal entity of a resolution for winding up or a Court decision for a receiver, administrative receiver, manager or administrator appointed or any other similar procedure;
  - 5.2.8. any other condition provided by the present Agreement or the applicable law
- 5.3. It is noted that the Boater does NOT have the right to withdraw from the Agreement relating to the service in question without stating a reason within 14 days of the conclusion of the Agreement with the Marina as the Services are related to recreational activities and leasing of a Berth for a specific time period and are therefore exempted from the right of withdrawal.
- 5.4. D Marinas Hellas and/or the selected Marina and/or the Boater are entitled to terminate the Agreement at any time for serious breach of any of the terms of the Agreement by the other party. However, all obligations created by the Agreement for the party at fault remain in force, including in particular the obligation of the Boater to pay for the entire period of stay in the Marina, which was agreed upon in the Agreement.
- 5.5. Notice of termination of the Agreement shall be sent via e-mail to the e-mail address provided in the Reservation. Each party to the Agreement is obligated to promptly inform the other Party of any change of e-mail address; if not, notifications to the e-mail provided in the Reservation shall be considered valid.

## **6. Inquiries and Complaints**

- 6.1. Inquiries and requests for information should be sent to the e-mail Address of the Marina.
- 6.2. Complaints regarding the performance of the Services by D Marinas Hellas and/or the Affiliates should be directed to the e-mail Address of D Marinas Hellas, [online.booking@d-marin.com](mailto:online.booking@d-marin.com). Complaint should contain at least a first name, a surname, name of boat, name of the Marina (if the complaint is about a particular Marina), an e-mail address, as well as a detailed description of circumstances and irregularities being the cause of occurrence. If the data or information provided in the

complaint does not allow D Marinas Hellas to recognize the complaint, D Marinas Hellas will ask the Customer to clarify any doubts or to provide additional information via e-mail, if necessary for D Marinas Hellas to recognize the complaint, indicating precisely such doubts or required information. If despite this, the Customer does not send the required data, D Marinas Hellas may leave the complaint unprocessed.

- 6.3. A complaint should be submitted up to within 30 days after termination of Agreement. Complaints will not be considered after the mentioned 30-day period.
- 6.4. Complaints will be considered within 30 days of receipt. The answer to the complaint is sent via e-mail to the address given in the complaint application.

## **7. Amendment of Terms and Conditions of Services**

D Marinas Hellas and or the Marina are entitled to amend the present Terms and Conditions of Services at any time and at its discretion by uploading/publishing them on the Website d-marin.com. Amendments shall become effective on the date indicated by D Marinas Hellas, but no less than 14 days from the notification of amendments to the Terms and Conditions of Services by their publication on the Website, unless otherwise provided by the applicable law. Boater should check Website from time to time to review the changes made by D Marinas Hellas and/or the Marina as they are binding. Certain provisions contained in these Terms and Conditions of Services may be superseded by provisions or information published on the Platform.

## **8. Final Provisions**

- 8.1. Unless mandatory provisions of law provide otherwise, the law applicable to the Agreement between the Boater and the Marina shall be the law of the country in which the Marina is located and any disputes arising from the provision of services with the Marina shall be subject to the exclusive jurisdiction of the competent local courts of the Marina.
- 8.2. All disputes relating to Services provided by D Marinas Hellas on the Website and regarding the booking of the Reservation are subject to the exclusive jurisdiction of the competent Courts of Athens, Greece and the provisions of Greek law apply.
- 8.3. If at a particular time D Marinas Hellas and/ or the Marina does not invoke one of the provisions of these Terms and Conditions of Services, this should not be construed as a waiver of the right to invoke it at a later date.
- 8.4. If any provision of these Terms and Conditions of Services is rendered invalid or ineffective, the validity of the remaining provisions shall not be affected. The invalid or ineffective provisions will be replaced by provisions which are most closely related to the business purpose and nature of the relationship between the parties.
- 8.5. D Marinas Hellas reserves the right to interpret the content of Terms and Conditions of Services in a binding interpretation.