

BOATHOUSE AUCTIONS, INC. TERMS OF SERVICE

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Welcome to Boathouse Auctions' website (the **"Site"**), owned and operated by Boathouse Auctions, Inc., a Delaware corporation (**"Company," "Boathouse Auctions," "we,"** or **"us"**). This page explains the terms and conditions which apply when you use the Site and our online and/or mobile auction platform, and software provided on or in connection with the service and all related services (collectively, the **"Service"**), including by (i) submitting bids for the purchase of yachts posted for auction by the Company as a **"Bidder,"** (ii) the highest Bidder at close of an Auction acknowledged by the Company as **"Buyer,"** or (iii) submitting a Yacht (as defined below) description and any other related information in connection with the listing of a yacht for sale on the Site as a **"Seller."** By accessing or using the Service, you signify that you have read, understood, and agree to be bound by these Terms of Service (the **"Terms"**), and to the collection and use of your information as set forth in the Boathouse Auctions Privacy Policy at <https://boathouseauctions.com/privacy-policy/>, which is incorporated into these Terms by this reference. These Terms apply to Buyers, Sellers, visitors, users, and all others who register for or otherwise access the Service or the Site (collectively, **"Users"**).

The Service may be subject to additional terms and conditions announced by us from time to time, and your use of the Service is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference. For example, please refer to each yacht-specific web page on the Site for various Auction-specific details related to the sale of a specific yacht. The Terms and all other publicized elements of the Auction are subject to amendment by the posting of notices or by oral announcements made before or during the Auction. By participating in an Auction, you acknowledge and agree that you are bound by any additional terms that may be imposed or announced by the Company and the Seller prior to or at the Auction, either on the specific vessel listing or web page or otherwise. The information on the vessel listing or web page may be updated regularly, so please check back to that listing/page on a regular basis to be sure you are reviewing the most recent information regarding the Auction.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, AS THEY CREATE A BINDING CONTRACT RELATED TO THE SERVICE AND YOUR USE OF THE SITE. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. USE OF OUR SERVICE

- **Eligibility.** These Terms are a contract between you and Company. These Terms govern your use of the Service and your participation in bidding, and the Auction Sale Terms govern the sale of a Yacht. In the event of any conflict between these Terms and the Auction Sale Terms with respect to a particular auction or sale, including the Deposit, the Buyer's Premium, possession, risk of loss, casualty, force majeure, or closing, the Auction Sale Terms control. These Terms are a contract between you and Company. You must read and agree to these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with

Company, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of these Terms. For the avoidance of doubt, and notwithstanding anything in these Terms to the contrary, the parties acknowledge and agree that these Terms are solely a contract between you and the Company and expressly do not govern any sale, transaction, or other relationship between you and any other User, including any Buyer or Seller.

- **Company Service.** The Company is an information service and auction website that connects Buyers and Sellers. COMPANY IS AN AUCTIONEER AND NOT A BROKER OR DEALER AND DOES NOT SELL, EXCHANGE, BUY, OR EXCHANGE AN INTEREST IN ANY YACHT LISTED FOR SALE ON OUR SERVICE. COMPANY DOES NOT HOLD OR POSSESS TITLE FOR ANY YACHT LISTED FOR SALE ON OUR SERVICE. Company does not offer other ancillary products and services such as financing, service contracts, mechanical breakdown insurance, yacht registration/titling, and yacht transfer or closing services, and all such functions will be handled exclusively by third-party brokers or other professionals. Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service and the Site. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.
- **Company Accounts.** Your Company account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Company account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and you agree that the entity is bound by these Terms. You may never use another User’s account without permission. You are responsible for all activity that occurs under your account, and any bid placed through your account binds you as the Bidder under these Terms and the applicable Auction Sale Terms, whether or not you personally placed it. If you authorize another person, including a broker or other agent, to access your account or to place a bid on your behalf, you represent that such person is acting with your authority, you remain responsible for all activity under your account, and that person, by placing a bid, represents that he or she is authorized to bind you. When creating your account, you must provide accurate and complete information and keep it up to date. You must notify Company immediately of any breach of security or unauthorized use of your account. Company will not be liable for any losses caused by any use of your account. By providing Company your email address, or by using the Service or visiting the Site, you consent to our using that email address to send you Service-related notices electronically, including any notices required by law, in lieu of communication by postal mail or any other method. We may also use your email address to send you other messages, such as changes to features of the Service, special offers, auction updates and announcements, and newsletters.

- **Service Rules.** We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service in our sole and absolute discretion. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms. You are solely responsible for your interactions with other Company Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

2. SELLER CONTENT

We do not claim ownership of Seller-generated content and material provided to us in connection with the Services or posted on the Site (collectively, "Seller Content"), and we have not independently verified the accuracy or completeness of any such Seller Content. By submitting any Seller Content, including any vessel survey or inventory, you grant to Company and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable, and transferable license to copy, publish, share, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, broadcast, host, archive, store, cache, use, or otherwise exploit all or any portion of the Seller Content, as well as any name, persona, and likeness included in the Seller Content, in any commercial or noncommercial manner whatsoever, in any and all distribution channels, forms, media, or technology now known or hereafter developed, for any marketing, advertising, public relations, sales, or promotional purpose, with or without attribution and without further notice to you. Neither you nor any other person or entity will have the right to (i) receive any royalty or consideration of any kind for the use of the Seller Content or (ii) inspect or approve the editorial copy or other material that may be used in connection with the Seller Content or the marketing of the vessel. Company retains the right, in its sole discretion and without prior notice, to remove, revise, or refuse to post any Seller Content for any reason or no reason. Subject to the licenses granted in these Terms, you retain ownership of any copyright and other rights you may have in the Seller Content.

By submitting Seller Content, you represent and warrant that (i) you own or control any and all rights in and to the Seller Content and the right to grant all of the rights and licenses in these Terms, and, if you are not the holder of such rights, the holder has completely and effectively waived all such rights and irrevocably granted you the right to use the Seller Content and to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals or third parties that appear in the Seller Content to use, and to grant others the right to use, their name, image, voice, and/or likeness without the need for payment; (iii) you are 18 years of age or older; and (iv) the Seller Content does not (a) contain false or misleading information, (b) infringe the intellectual property, privacy, publicity, statutory, contractual, or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening, harassing, or hateful content, or (d) contain any virus, worm, or other harmful file or malware. Upon request, you will furnish Company any documentation, substantiation, or releases necessary to verify your compliance with these Terms. You are solely responsible for the Seller Content, and you agree to defend, indemnify, and hold harmless

Company and its employees, agents, affiliates, brokerages, brokers, surveyors, assignees, and licensees from any and all damages, claims, losses, expenses, costs, or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

Company does not guarantee the truthfulness, accuracy, or reliability of any Seller Content and acts only as a passive conduit for it, with no obligation to screen or monitor it. You release Company and its officers, directors, employees, agents, affiliates, brokerages, brokers, and surveyors from any and all claims, whether now known or unknown, arising out of or connected with the use or misuse of the Seller Content, including any claim that its use under these Terms violates your intellectual property, publicity, privacy, or moral rights. Company may remove or delete, without notice, any Seller Content it deems objectionable or in violation of these Terms or applicable law, and you waive any claim arising from such removal. Company is not responsible for storing or safeguarding any content you submit, and you should retain your own copies of any data, material, or information you post on the Service.

3. BIDDING AND BIDDER REGISTRATION

To qualify to bid at an Auction, you must (1) agree to be bound by these Terms and any required deposit instructions and (2) wire the **“Bidder’s Deposit,”** if any, into the escrow account of the named escrow agent (the **“Escrow Agent”**) by the deadline set forth on the applicable Yacht auction web page. Company may, in its discretion, extend this deadline.

If you are the winning bidder at the close of the auction, Buyer accepts the Vessel in accordance with the applicable provisions of the Auction Sale Terms, and the Bidder’s Deposit shall be handled in accordance with these Terms and the Auction Sale Terms. If you are not the winning bidder, the refund of the Bidder’s Deposit shall be initiated by 5:00 p.m. ET on the third business day following the Auction date.

Seller may choose to offer to Bidders an Opening Bid Incentive. The Opening Bid Incentive is offered on No Reserve Auctions to qualifying pre-auction bidders in the form of a credit to reduce the purchase price of the Yacht. In No Reserve Auctions where an Opening Bid Incentive is offered, the Bidder offering the highest final bid at auction must have submitted an Opening Bid Incentive form prior to the start of the auction, as set forth in these Terms and as described on the specific auction listing page related to the sale of the subject Yacht.

All Auction bidding is open to the public without regard to race, color, sex, religion, familial status, disability, or national origin. Company controls all aspects of the bidding process and reserves the right to accept or reject any bid in its sole discretion. Method of Auction, order of Auction, and bidding increments shall be determined exclusively by Company in its sole discretion, including, without limitation, Company’s right to cancel, pause, and/or resume bidding during the Auction. Company reserves the right to reject any bid that is only a minimal increase over the preceding bid, or that Company believes was made illegally or in bad faith. In a Reserve Auction or Sealed/Make An Offer Auction, Company may place “counterbids” on the Seller’s behalf up to, but not exceeding, the Reserve price or agreed-upon sale price set by the Seller. Counterbidding is designed to bring the bids closer to an amount that is acceptable to the Seller. All decisions of Company are final as to bidding issues, cancellation, or any other matters that may arise before, during, or after the Auction. If Company perceives attempted collusion, Company will cancel the

Auction or refuse to accept a bid. Collusion between bidders and/or the Seller is prohibited by various applicable laws. Company reserves the right to deny any person admittance to the Auction or to expel anyone who Company believes may disrupt, cause a nuisance, or interfere with the Auction in any way, or for any other reason in Company's discretion. The Auction does not officially begin until Company receives the first bid.

4. BIDDER DUE DILIGENCE AND INVESTIGATION

Prior to the commencement of the Auction, it is the Bidder's sole responsibility to perform any inspections, investigations, and due diligence the Bidder deems pertinent to the purchase of the subject vessel, to be satisfied as to the condition of the vessel prior to bidding, and to review all due diligence materials provided with respect to the vessel. EACH BIDDER ASSUMES ANY AND ALL RISKS ASSOCIATED WITH ANY SUCH INSPECTION AND ITS DUE DILIGENCE ACTIVITIES. Company assumes no liability for errors or omissions in any Seller or Broker disclosures, or in any vessel listings, advertising, or promotional or publicity statements and materials, which is why it is important to verify all such information independently.

All yachts are sold in existing "AS-IS, WHERE-IS" condition and "WITH ALL FAULTS." Neither the Company nor the Seller, nor any of their respective employees, agents, affiliates, brokerages, brokers, or surveyors, makes any representation, warranty, or condition, express or implied, as to the description, quality, fitness for a particular purpose, or condition of the yacht in any manner whatsoever, and any such representation, warranty, or condition is expressly waived by the Buyer. Personal onsite inspection of the yacht is recommended, and each Bidder is advised to verify independently all information it deems important. All listing information was provided by the Seller and is believed to be accurate and complete; however, neither the Seller nor the Company makes any guarantee or warranty as to its accuracy or completeness. THE BUYER SHALL BEAR THE SOLE RESPONSIBILITY TO CONFIRM ALL INFORMATION RELEVANT TO THE YACHT PRIOR TO BIDDING.

By registering as a Bidder and bidding at the Auction, you shall be deemed to represent, warrant, and agree, with respect to each Yacht you bid on, that: (a) you have reviewed all due diligence materials related to the Yacht, you have inspected the Yacht, you are familiar and satisfied with the condition of the Yacht, and you have conducted such investigation as you deemed appropriate; (b) neither Company nor Seller, nor any affiliate, agent, officer, employee, or representative of either, has made any verbal or written representation, warranty, promise, or guarantee whatsoever, express or implied, with respect to the condition, operation, or any other matter affecting or related to the Yacht and/or the offering or sale of the Yacht; (c) you have not relied upon any representation, warranty, guarantee, promise, statement, or information concerning the Yacht, including any information made available online, in Auction advertising, or in any brochure; (d) you have made your bid after having relied solely on your own independent investigation, inspection, due diligence, analysis, and evaluation of the Yacht and the facts and circumstances related thereto; (e) you have actual authority to enter a bid and to enter into the Auction Sale Terms; (f) you have the capacity to close the transaction pursuant to the Auction Sale Terms; (g) any information provided by or on behalf of the Seller with respect to the Yacht was obtained from the Seller and/or the Seller's agents, and Company has not independently investigated or verified such information and makes no representation as to its accuracy or completeness; (h) Company shall have no obligation to disclose, and no liability for its failure to disclose, any information known

to it relating to any Yacht except as may be required by law; and (i) Company is not liable or bound in any manner by any oral or written statement, representation, or information pertaining to the Yacht made or furnished by any yacht broker, agent, employee, or any other person.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OR THE AUCTION SALE TERMS, EACH BIDDER ACKNOWLEDGES AND AGREES THAT, UPON CONFIRMATION AS THE HIGH BIDDER, IT WILL ACQUIRE THE YACHT IN ITS “AS IS” CONDITION AS OF THE AUCTION DATE, WITH ALL DEFECTS AND FAULTS, WHETHER PATENT OR LATENT AND WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR HEREAFTER ARISING, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. NEITHER SELLER NOR COMPANY HAS MADE, AND EACH SPECIFICALLY DISCLAIMS, ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE YACHT, INCLUDING, WITHOUT LIMITATION, ITS VALUE, NATURE, QUALITY, OR CONDITION; ITS MERCHANTABILITY, MARKETABILITY, OR FITNESS FOR ANY PURPOSE; ITS COMPLIANCE WITH ANY LAW OR REGULATION; THE QUALITY OR STATE OF REPAIR OF ITS CONSTRUCTION OR MATERIALS; ITS STRUCTURAL INTEGRITY OR SEAWORTHINESS; OR THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE. EACH PROSPECTIVE BIDDER, ON BEHALF OF ITSELF AND ANYONE CLAIMING BY, THROUGH, OR UNDER IT, FULLY AND IRREVOCABLY RELEASES SELLER AND COMPANY, AND THEIR RESPECTIVE OWNERS, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, BROKERS, ATTORNEYS, AND AGENTS, FROM ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN AND WHETHER NOW EXISTING OR HEREAFTER ARISING, RELATING TO THE CONDUCT OF THE AUCTION AND/OR THE CONDITION OF THE YACHT, INCLUDING ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE YACHT. YOU KNOWINGLY WAIVE ANY RIGHT OR BENEFIT UNDER ANY STATE OR FEDERAL LAW OR LEGAL PRINCIPLE THAT WOULD OTHERWISE LIMIT THE EFFECT OF A RELEASE OF UNKNOWN OR UNSUSPECTED CLAIMS, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. EACH PROSPECTIVE BIDDER SHOULD CONSIDER THESE MATTERS BEFORE REGISTERING AS A BIDDER AND BEFORE PARTICIPATING IN ANY AUCTION AND PLACING BIDS.

5. AUCTION PROCESS

In connection with the Services, Sellers choose between a Reserve Auction, where the Yacht may be sold with a minimum price that may or may not be disclosed to bidders; a No Reserve Auction, selling without a reserve or minimum price; or a Make An Offer auction. If a Seller chooses a Reserve Auction, the Seller provides to Company a minimum price at which the Seller is willing to sell the applicable Yacht (the “**Reserve**”) prior to Company’s publication of the Seller’s auction listing. Should the Reserve not be met, the highest Bidder agrees to leave its bid open for a period of 24 hours following the conclusion of the auction, during which time the Seller may accept, reject, or negotiate the high bid. A high bid that is accepted or negotiated after the conclusion of the auction is fully bound by these Terms. Seller may reduce or waive the Reserve prior to or during the auction by notifying Company via email. Company, in its sole discretion, reserves the right to withdraw a Yacht from auction at any time.

If the auction format is Make An Offer (the “**Offer**”), bidders understand that Offers are legally binding and irrevocable. If your initial Offer is not accepted by the Seller, you authorize Boathouse Auctions to submit your Offer electronically on your behalf at the start of the online auction bidding period.

Unless otherwise noted on the subject Yacht web page on the Site, the “**Yacht**” includes all gear, machinery, equipment, furniture, consumables, and all other tenders, dinghies, jet skis, toys, articles, and appurtenances listed on the Specification Sheet as of the date of its listing, except for items listed on the Seller’s Exclusions List, found in the Auction Sale Terms, which items are not included in the sale of the Yacht.

Each Bidder acknowledges and agrees that (i) each bid submitted via the Service is irrevocable and binding on the Bidder, and (ii) Buyer is responsible for all closing costs and taxes related to its purchase of the Yacht, including, but not limited to, all sales and use taxes, excise, customs, and any VAT or similar tax related to the payment of the Buyer’s Premium. Sales or use taxes and customs duties payable in connection with Buyer’s purchase of the Yacht, if applicable, are Buyer’s responsibility, and Buyer shall pay them at closing. Buyer hereby indemnifies and holds harmless the Seller, the Brokers, and the Auctioneer from any sales or use taxes and customs duties for which Buyer is responsible. Once a Final Bid is accepted, Buyer is obligated to purchase the vessel for the amount of the Final Bid.

- **Final Bid.** Final Bid means the highest bid acknowledged by the Company at the close of auction as determined by the Company. At the close of auction, the Company will privately disclose the Buyer to the Seller.
- **Purchase Price.** The Final Bid, payable in accordance with the Payment Terms set forth in the section below.
- **Bid Acceptance and Closing.** Upon acceptance of the Final Bid by the Company, Buyer has accepted the vessel, and Buyer and Seller must comply with all previously agreed-upon terms and conditions contained in the Auction Sale Terms. The winning bidder shall deposit with the Escrow Agent sufficient funds to bring the total deposit to ten percent (10%) of the Purchase Price (the “**Deposit**”) and shall deliver and pay the eight percent (8%) Buyer’s Premium required under the Auction Sale Terms. All Bidders must agree to, and are strongly encouraged to review, the Auction Sale Terms prior to bidding and to consult with an attorney or other professional before participating in any auction. Buyer and Seller agree to execute all other documents considered necessary to convey the interest in the Yacht from the Seller to the Buyer or its assigns. The final closing of the sale of the Yacht will occur as set forth in the Auction Sale Terms for each individual auction (the “**Closing**”), unless other terms are agreed to in writing by both Seller and Buyer.
- **Delivery Location.** Unless otherwise agreed, delivery of the Yacht to Buyer will be at its current stated location at the time of Closing.
- **Possession; Risk of Loss.** The Yacht shall be, and remain, in the possession of the Seller until Closing. Pending completion of the sale, the Seller shall hold and maintain in full force and effect all insurance policies or proceeds thereof relating to the Yacht in trust for the parties as their interests may appear and, if the Yacht is lost or damaged after the auction

and before Closing, the parties' rights and remedies are governed by the Auction Sale Terms; on any termination under the Auction Sale Terms for casualty, the Deposit will be returned to the Buyer and no Buyer's Premium will be owed. Possession of and risk of loss of the Yacht will pass to the Buyer at Closing.

- **Default.** If the Buyer fails to comply with any of these Terms or with the Auction Sale Terms, the Deposit paid by the Buyer shall be forfeited to the Seller, the Listing Broker, and the Company in three equal amounts, and those parties may pursue any other legal or equitable remedies against the Buyer available under applicable law.
- **Closing Costs.** The Buyer shall pay all Closing costs and taxes related to its purchase of the Yacht, including, but not limited to, the title and/or registration fees incurred to re-register the Yacht to the Buyer, and all sales and use taxes and any VAT or similar tax related to the payment of the Buyer's Premium.
- **No Conditions or Contingencies.** All auctions are a cash transaction with no contingencies whatsoever, including, but not limited to, financing or due diligence. The Buyer may ultimately finance a portion of the Purchase Price, but the Buyer's obligation to proceed with the purchase is not contingent upon obtaining financing. If the Buyer is unsuccessful in obtaining financing and is unable to close within the required time period, the Buyer will be deemed in default.
- **Cancellation.** The Company reserves the right to cancel or postpone any auction, or to withdraw a Yacht, before and up to the start of the auction and during auction bidding, in its sole discretion.

6. PAYMENT TERMS

Buyer's Premium. A Buyer's Premium equal to eight percent (8%) of the winning bid amount shall be paid by the Buyer to the Company, in addition to the winning bid amount on the yacht paid to the Seller. In addition, the winning Bidder shall pay any and all closing costs, whether or not outlined in the Auction Sale Terms, including, but not limited to, escrow fees, government fees and taxes, VAT, registration fees, documentation and titling fees, regulatory and electronic processing charges, inspection charges, and any other fees required by law. All amounts listed on the website are in U.S. dollars unless noted otherwise in the online auction listing and/or the Auction Sale Terms. If the sale of the Yacht is not consummated for any reason other than default by the Seller, the Buyer's Premium shall nonetheless be due and payable to the Company, and you irrevocably instruct the Escrow Agent to disburse those funds to the Company; provided, however, that no Buyer's Premium is owed, and the Escrow Agent will not be instructed to disburse it, where the Auction Sale Terms relieve the Buyer of the Buyer's Premium, including on termination for casualty or force majeure. The Buyer's Premium is not a brokerage commission; it is the fee that the Company charges the Buyer to bring the Yacht to auction.

Buyer acknowledges and agrees that the Buyer's Premium is deemed earned immediately upon conclusion of the Auction, except as otherwise provided in the Auction Sale Terms, and shall be paid by the Buyer to the Company within the timeframe set forth in the Auction Sale Terms for each individual auction.

7. OUR PROPRIETARY RIGHTS

Except for Seller Content, the Service and all materials therein or transferred thereby (the “Company Content”), and all intellectual property and other proprietary rights related thereto, are the exclusive property of Company and its licensors. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property or proprietary rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited.

“Boathouse Auctions,” the Boathouse Auctions logo, and any other product or service name or slogan displayed on our Service are trademarks of Boathouse Auctions and its suppliers or licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Boathouse Auctions or the applicable trademark holder. You may not use any metatags or other “hidden text” utilizing “Boathouse Auctions” or any other name, trademark, or product or service name of Boathouse Auctions without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned in our Service are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

8. PROHIBITED USES

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Site in any way that violates any applicable federal, state, local, or international law or regulation, including any laws regarding the export of data or software;
- Exploit, harm, or attempt to exploit or harm minors in any way;
- Transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, or spam;
- Impersonate or attempt to impersonate the Company, a Company employee, another User, or any other person or entity;
- Engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or that, as determined by us, may harm the Company or Users of the Site or expose them to liability;
- Use any robot, spider, or other automatic device, process, or means, or any manual process, to access, monitor, or copy the Site or any material on it, or otherwise interfere with the proper working of the Site, without our prior written consent; or
- Introduce any virus, trojan horse, worm, logic bomb, or other malicious or technologically harmful material, or attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Site, the servers on which it is stored, or any connected server, computer, or database, including by means of any denial-of-service or distributed denial-of-service attack.

Linking to the Site. You may link to our homepage in a way that is fair and legal and does not damage or take advantage of our reputation, but you must not establish a link in any manner that suggests any form of association, approval, or endorsement on our part. You must not frame the Site or any portion of it, deep-link to any part of the Site other than the homepage, or establish a link from any website that you do not own. Any website from which you link must comply in all respects with these Terms. We reserve the right to withdraw linking permission, and to disable any social-media features and any links, at any time and without notice, in our discretion.

9. THIRD-PARTY LINKS AND INFORMATION

The Service may contain links to third-party materials, sites, and resources that are not owned or controlled by Company, including links contained in advertisements, banner advertisements, partnerships, and sponsored links. These links are provided for your convenience only. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services, and has no control over their contents. If you access a third-party website or service from the Service, you do so entirely at your own risk and subject to the terms and conditions of use for such website or service. You expressly relieve Company from any and all liability arising from your use of any third-party website, service, or content. Your dealings with, or participation in promotions of, advertisers found on the Service, including payment and delivery of goods and any other terms such as warranties, are solely between you and such advertisers, and you agree that Company shall not be responsible for any loss or damage of any sort relating to those dealings.

10. INDEMNITY

You agree to defend, indemnify, and hold harmless Company, the Seller, the Listing Broker, and their respective owners, surveyors, officers, directors, subsidiaries, employees, agents, representatives, licensors, managers, and other affiliated companies, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including, without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including, without limitation, any right of privacy or intellectual property or other proprietary right; (iv) your violation of any applicable law, rule, or regulation; (v) Seller Content or any content that is submitted via your account, including, without limitation, misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password, or other security code.

11. NO WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE OR THE SELLER WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED

HEREIN. WITHOUT LIMITING THE FOREGOING, COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

WHILE WE TRY TO ENSURE THAT ALL PRICES POSTED ON THE SERVICE ARE COMMUNICATED ACCURATELY, WE CANNOT BE RESPONSIBLE FOR TYPOGRAPHICAL OR OTHER ERRORS THAT MAY APPEAR ON THE SERVICE. IF THERE IS INCORRECT INFORMATION GIVEN ABOUT A BOAT, PRICE, AGE, LENGTH, AVAILABILITY, DESCRIPTION, OR CONDITION DUE TO A TYPOGRAPHICAL, TECHNOLOGICAL, OR OTHER ERROR, COMPANY IS NOT RESPONSIBLE FOR SUCH ERROR OR ITS CORRECTION, BUT WILL ATTEMPT TO CORRECT IT PROMPTLY. WE RESERVE THE RIGHT TO REFUSE OR CANCEL ANY AUCTION FOR A BOAT LISTED AT AN INCORRECT PRICE.

The Company may allow telephonic, electronic, absentee, or proxy bids as a convenience to Bidders who are not able or available to use the Site. The Company is not responsible for any errors or omissions in connection with such bids, including, without limitation, poor connections, Internet outages, poor reception, dropped calls, recording failures, busy signals, missed calls, or misunderstandings.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S LIABILITY FOR ANY AND ALL DAMAGES OF WHATEVER KIND OR NATURE SHALL BE LIMITED TO THE COMPENSATION THAT WOULD HAVE BEEN DUE TO THE COMPANY IN THE EVENT OF A SUCCESSFUL AUCTION SALE. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER

INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR YACHT DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) SELLER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, SELLERS, BROKERAGES, BROKERS, SURVEYORS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE LIMITATION SET FORTH IN THE FIRST PARAGRAPH OF THIS SECTION.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

13. GOVERNING LAW, ARBITRATION, AND CLASS ACTION/JURY TRIAL WAIVER

- **Governing Law.** You agree that: (i) for internet-transaction purposes, the Service shall be deemed to have been conducted in FORT LAUDERDALE, FLORIDA; (ii) these Terms shall be governed by and interpreted in accordance with the internal substantive laws of the State of FLORIDA, without regard to its conflict-of-laws principles, and (iii) for internet-transaction purposes, the auction shall be deemed to have been conducted at Fairfield, Connecticut. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1–16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Florida for any action for which we retain the right to seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of our

copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Florida is the proper forum for any appeal of an arbitration award or for trial-court proceedings in the event the arbitration provision below is found to be unenforceable.

- **Arbitration.** Read this section carefully, because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from Company. For any dispute with Company, you agree to first contact us at support@boathouseauctions.com and attempt to resolve the dispute informally. In the unlikely event that a dispute has not been resolved after thirty (30) days, we each agree to resolve any claim, dispute, or controversy (solely excluding any claims for injunctive or other equitable relief as provided below) arising out of, in connection with, or relating to these Terms, any auction, or any Yacht, including the breach or alleged breach of these Terms (collectively, “**Claims**”), by binding arbitration before the International Yacht Arbitration Council (“**IYAC**”). The arbitration will be conducted in Fort Lauderdale, Florida. Each party will be responsible for paying any IYAC filing, administrative, and arbitrator fees in accordance with IYAC’s rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees, and reasonable costs for expert and other witnesses. Nothing in this Section shall be deemed to prevent Company from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our intellectual property or other proprietary rights.
- **Class Action/Jury Trial Waiver.** With respect to all persons and entities, regardless of whether they have obtained or used the Service for personal, commercial, or other purposes, all claims must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person’s claims. You agree that, by entering into this agreement, you and Company are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.
- ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, OR AN AUCTION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14. GENERAL PROVISIONS

- **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- **Notification Procedures and Changes to these Terms.** Company may provide notifications, whether required by law or for marketing or other business-related purposes, to you via email notice, written or hard-copy notice, or through posting of such notice on

our website, as determined by Company in its sole discretion. Company reserves the right to determine the form and means of providing notifications to its Users, provided that you may opt out of certain means of notification as described in these Terms. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send. Company may, in its sole discretion, modify or update these Terms from time to time, so you should review this page periodically, as all changes are binding on you. All changes are effective immediately when posted and apply to all access to and use of the Site and the Services thereafter. We also reserve the right to withdraw or amend this Site, and any Service we provide, in our sole discretion and without notice. Your continued use of the Site and the Services following the posting of revised Terms means that you accept and agree to the changes. If at any time you find these Terms unacceptable, you must immediately leave the Site and cease all use of the Services and the Site.

- **Entire Agreement.** These Terms, together with any amendments and any additional agreements you may enter into with Company in connection with the Service, shall constitute the entire agreement between you and Company concerning the Service.
- **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.
- **No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- **Site Functions and Availability.** We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period.
- **Force Majeure.** Neither party will be liable or responsible, nor be deemed to have defaulted or breached these Terms, for any failure or delay in performance when and to the extent such failure or delay is caused by or results from acts or circumstances beyond such party's reasonable control, including, without limitation, acts of God, flood, hurricane, typhoon, fire, earthquake, explosion, governmental actions, war, AI interference or attacks, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or materials, telecommunication, or power breakdown or outage, or any partial or total shutdown, furlough, funding lapse, or suspension of operations of any authority on which the Seller or the Buyer relies to document, register, title, transfer, or delete the Yacht, including the U.S. Coast Guard National Vessel Documentation Center or any foreign registry. With respect to any auction or sale, the extension of deadlines (including Closing), the treatment of any resulting delay as a non-default, and any termination and return of the Deposit for a Force Majeure Event are governed by the Auction Sale Terms.

- **Your Comments and Concerns.** All feedback, comments, questions, requests for technical support, and other communications relating to the Site should be directed to support@boathouseauctions.com.