

# Top Yachts d.o.o.

## TERMS AND CONDITIONS

Published in January 2026

Thank you for visiting this website and/or one or more of our affiliated websites or native mobile applications (together this "Website").

The terms and conditions that apply to your access to and/or your use of this Website (and the information, products and services available through this Website) and to our use of communications or user content (defined below) that you submit to us or publish on this Website are set out below.

By using this Website or submitting communications or user content to us, you accept all of the terms set out herein (the "Terms and Conditions"), which constitute a legally binding agreement between you and Top Yachts d.o.o. and/or our respective business units (together "TopYachts", the "Company", "us", "our" or "we").

If you advertise with us, you must also accept and agree to comply with all terms of our advertising agreement.

Please read these Terms and Conditions carefully before using our Service.

### 1. Interpretation and Definitions

#### 1.1 Interpretation

Words with initial capital letters have meanings defined under the following conditions. The following definitions have the same meaning regardless of whether they appear in singular or plural form.

#### 1.2 Definitions

For the purposes of these Terms and Conditions:

- Account means a unique account created for you to access our Service or parts of our Service.
- City and Country refer to: Split, Croatia.
- Company (referred to in this Agreement as either "the Company", "we", "us" or "our") refers to Top Yachts d.o.o., Put Trscenice 6, HR-21000 Split.
- Content refers to text, images or other information that may be posted, uploaded, linked to or otherwise made available by you, regardless of the form of such Content.
- Device means any device that can access the Service, such as a computer, mobile phone or digital tablet.
- Feedback means innovations or suggestions you may send regarding the attributes, performance or features of our Service.
- Free Trial refers to a limited period that may be free of charge when purchasing a Subscription.
- Service refers to the Website.
- Subscriptions refer to the services or access to the Service that the Company offers to you on a subscription basis.
- Terms and Conditions mean these Terms and Conditions that form the entire agreement between you and the Company regarding the use of the Service and/or the services.
- Third-Party Social Media Services mean any services or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by the Service.
- Website refers to the TopYachts Company, accessible via [www.topyachts.com](http://www.topyachts.com).
- "You" means the person accessing or using the Service, or the company or other legal entity on behalf of which that person is accessing or using the Service.

### 2. Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that applies between you and the Company. These Terms and Conditions set out the rights and obligations of all users regarding use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, advertisers and others who access or use the Service. By accessing or using the Service, you agree to these Terms and Conditions. If you disagree with any part of these Terms and Conditions, you may not access the Service.

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Company's Privacy Policy. Our Privacy Policy describes the policies and procedures on the collection, use and disclosure of your personal data when you use the application or the Website, and it informs you of your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

### **3. Data Security, Data Collection and Use**

We have implemented reasonable physical, electronic and organizational procedures to protect the information we collect online, to prevent unauthorized access, to ensure data security and to ensure the proper use of the information we collect online. Although we make reasonable efforts to ensure the confidentiality of your private and personal data collected as part of your use of this Website, we cannot and will not guarantee absolute security of confidential data on the Internet.

All personal data that you provide to us in electronic communications with TopYachts is subject to our Privacy Policy. A more complete description of our collection and use of personal data and the conditions that apply to our data collection practices generally and specifically can be found in our Privacy Policy, the terms of which are incorporated into these Terms and Conditions by reference.

### **4. Subscriptions**

#### **4.1 Term**

The Service or parts of the Service are available only with a paid Subscription. This will be billed to you in advance on a recurring and periodic basis (monthly or annually). Detailed information can be found in our service packages. The price depends on the type of Subscription you select when purchasing the Subscription. At the end of each period, your Subscription automatically renews on exactly the same terms unless you cancel or change it or the Company cancels it or changes its scope and/or price.

#### **4.2 Cancellation**

You may cancel renewal of your Subscription either via the Website or by contacting the Company. You will not receive a refund for fees you have already paid for your current Subscription period, and you can access the Service until the end of your current Subscription period.

#### **4.3 Billing**

You must provide the Company with accurate and complete billing information, including full name, address, state, postal code, phone number, email address and a valid payment method (credit card). Your financial information will not be shared or stored in the TopYachts database and is end-to-end encrypted for your privacy.

If automatic billing does not occur for any reason, the Company will issue an electronic invoice advising you that you must proceed manually with full payment processing within a specified deadline corresponding to the billing period indicated on the invoice.

#### **4.4 Changes to Fees**

The Company may change Subscription fees at its discretion and at any time. Any change to the Subscription fee will become effective at the end of the then-current Subscription period. Your continued use of the Service after the change to the Subscription fee takes effect constitutes your agreement to pay the modified Subscription fee amount.

#### **4.5 Refunds**

Unless required by law, paid Subscription fees are non-refundable. Certain refund requests for Subscriptions may be reviewed by the Company on a case-by-case basis and granted at the sole discretion of the Company.

#### **4.6 Free Trial**

The Company may, at its discretion, offer a Subscription with a Free Trial for a limited period. You may be required to enter your payment information to sign up for the Free Trial.

If you enter your payment information and sign up for a Free Trial, you will not be charged until the Free Trial has expired or on the last day of the Free Trial period, at which time the applicable Subscription fees for the Subscription type you selected will be charged automatically.

The Company reserves the right, at any time and without prior notice, to (i) change the terms of the Free Trial offer or (ii) cancel such Free Trial offer.

### **5. User Accounts**

If you create an account with us, you must provide us with correct, complete and current information at all times; refusing and/or failing to do so constitutes a breach of the Company's terms that may result in immediate termination of your account with our Service.

To protect the account information of our Website members, the Company may assign each member a unique username, password or unique listing ID number. These unique identifiers will be communicated to the user promptly by email immediately after registration on this Website. Only members have the ability to change their personal data and delete their listings if necessary.

As a member of this Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept sole responsibility for all activities that occur under your account or password. You agree to notify us immediately of any unauthorized use of your account or password and any other breach of security of which you become aware.

However, you may be held liable for losses incurred by us or other users or visitors of this Website as a result of third-party use of your account or password. Further information about your account or password can be found in our Privacy Policy.

You may not use as a username the name of another natural or legal person, a name that is not lawfully available for use, a name or trademark that is subject to the rights of another natural or legal person without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

To become a member of this Website or to purchase products or services of our members, you must be at least eighteen (18) years old and use a valid credit card. We reserve the right, at our sole discretion, to refuse service, terminate accounts, remove or edit content, or cancel orders.

### **6. User Content**

#### **6.1 Your Right to Post Content**

Our Service allows you to post Content. You are responsible for the Content you post on the Service, including its legality, reliability and appropriateness.

By posting Content on listing pages, such as vessel specifications and vessel images, on our platform, you grant us the right and license to use such Content on and through the Service, to publicly perform it, to publicly display it and to distribute it. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content in accordance with these Terms.

The Company will not share or sell any of the data published on the platform to third parties. All information/data exchanged, such as dealer to shipyard, dealer to customer, broker to customer/dealer/shipyard, will not be shared with third parties.

You represent and warrant that (i) the Content is yours or you have the right to use it and grant us the rights and licenses as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or other rights of any person.

However, you have the ability to submit content and information, including but not limited to customer reviews, opinions, concepts, inventions, techniques, know-how, data, materials or other contributions or communications (collectively "User Content") to us through this Website, whether by posting in a public area of this Website (e.g., blogs or forums) or by sending via email or other electronic communication means provided by the Company.

By submitting such User Content to us or posting it in a public area of this Website, you grant: (i) the Company and our owners, affiliates and licensees a royalty-free, perpetual, irrevocable and non-exclusive right and license to use, reproduce, modify, adapt, summarize, translate, create derivative works from, publicly display, publicly perform and distribute such User Content (in whole or in part), alone or incorporated into other works, in any form, in all media and technologies now known or later developed, worldwide; (ii) the Company and our owners, affiliates and licensees the right to use the name you submit in connection with such submission or posting; and (iii) you represent and warrant that you own or otherwise control all rights to the User Content you submit or post, that the User Content is accurate, and that use of the User Content you provide or post does not violate these Terms and Conditions and will not cause injury to any natural or legal person.

You also permit any other user of this Website to access, view, store or reproduce your User Content for personal use, and such use may also include sharing with third parties. By posting or submitting such User Content, you hereby waive any claims against the Company for misappropriation of such User Content or parts thereof.

## **6.2 Content Restrictions**

The Company is not responsible for the content of users of the Service. You understand and expressly agree that you are solely responsible for the Content and for all activities that occur under your account, whether done by you or by a third person using your account.

You may not transmit any Content that is unlawful, offensive, disturbing, repulsive, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activities.
- Libelous, discriminatory or malicious content, including references to or comments about religion, race, sexual orientation, gender, national/ethnic origin or other target groups.
- Spam, machine-generated or randomly generated spam that constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing viruses, worms, malware, trojan horses or other content designed to disrupt, damage or limit the functioning of software, hardware or telecommunications equipment, or to damage or obtain unauthorized access to data or other information of third parties.
- Infringement of proprietary rights of any party, including patents, trademarks, trade secrets, copyrights, rights of publicity or other rights.
- Impersonating any natural or legal person, including the Company and its employees or representatives.
- Violation of the privacy of third parties.
- False information and functions.

The Company reserves the right, but not the obligation, to decide at its sole discretion whether Content is appropriate and complies with these Terms, and to reject or remove such Content. The Company further reserves the right to make formatting and edits and to change the manner of Content. The Company may also restrict or revoke use of the Service if you post such objectionable Content.

Since the Company cannot control all Content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service you may be exposed to Content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances can the Company be held liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content.

## **6.3 Ownership and Rights to Content**

At TopYachts, we are proud to create high-quality content for our users. If TopYachts has created content for you free of charge, such content remains the property of TopYachts. Should you decide to leave our platform, access to this content will be discontinued.

TopYachts reserves the right to remove content created by TopYachts free of charge from our channels. This measure may be taken if the customer cancels their membership, fails to follow TopYachts policies, receives multiple complaints, or the content is deemed unsuitable for our audience. Please note that TopYachts reserves the right to remove content at any time without prior notice.

## **6.4 Account Management**

**Account suspension and termination:** TopYachts reserves the right to remove, delete or suspend paid accounts if it is determined that they violate TopYachts rules, have received multiple customer complaints, or you fail to meet your payment obligation.

**Lead response time:** To provide our users with the best possible experience, brokers are required to respond to leads within 48 hours. Otherwise, TopYachts may review the account and potentially suspend access.

## **6.5 Backup of Content**

Although regular backups of Content are carried out on an ongoing basis, the Company does not guarantee that there will be no loss of data or damage.

Corrupted or invalid restore points may be caused, among other things, by Content that was corrupted before backup or that changes during the backup process.

The Company provides fast support and attempts to remedy known or discovered problems as soon as possible that may affect the backup of Content. However, you acknowledge that the Company assumes no liability with respect to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to keep an accurate and complete copy of all Content in a location independent of the Service. The Company permits information that is made available to our users. Approval information is kept secure and stored in a protected manner.

## **7. Use at Your Own Risk**

We provide the content available on this Website exclusively for informational purposes. You may use the content, information, customer reviews, data and materials, as well as the products and services available through this Website, exclusively for your personal and non-commercial use.

Before acting on the basis of such content, information, customer reviews, data and materials found on this Website or purchasing products or services through this Website, you should independently verify all facts important to your decision.

If you rely on information, products or services on this Website, you expressly agree that you do so solely at your own risk. You understand that you are solely responsible for any damages or losses you incur through the use of this information, products or services.

Without limiting the foregoing, with respect to classified ads offered on this Website, we note that we do not sell the listed items directly and are not involved in transactions between a seller and a buyer. Furthermore, we provide neither a warranty nor insurance for listed items or the completion of transactions, do not receive or process payments, do not act as an escrow service, and do not transfer ownership rights. We also do not store, hold, ship or deliver listed items.

## **8. Copyright Policy**

### **8.1 Infringement of Intellectual Property**

We respect the intellectual property rights of others. It is our policy to respond to any claim that content posted on the Service infringes a copyright or other form of intellectual property of any person.

If you are a copyright holder or authorized on behalf of a copyright holder and believe that the copyrighted work has been copied in a way that constitutes copyright infringement occurring through the Service, you must send your notice in writing by email to [support@topyachts.com](mailto:support@topyachts.com) and include a detailed description of the alleged

infringement in your notice.

You may be held liable for damages (including fees and costs for legal action) if you falsely claim that content infringes your copyright.

## 8.2 DSM Notice and DSM Procedure for Claims of Copyright Infringement

The copyright rules pursuant to DSM Directive (EU) 2019/790 in conjunction with the Copyright Act amendment 2021 apply to all content uploaded, shared or made publicly available by users on our platform that falls under copyright or related rights within the meaning of the applicable directive.

We acknowledge that online service providers who make large quantities of user-generated content publicly available may be liable for copyright infringements unless appropriate measures are taken. Therefore, we commit to the following measures:

- **License acquisition:** We use best efforts to obtain licenses from rights holders to enable lawful use of protected works on our platform.
- **Blocking and removal:** We implement appropriate procedures to block or remove copyright-infringing content without undue delay after becoming aware of it.
- **Prevention of re-uploads:** We take reasonable measures to prevent the re-uploading of content that has already been reported and is unlawful.

Rights holders may report allegedly infringing content via our reporting form / our contact address. The report must contain the following information:

- Identity and proof of rights ownership
- Description of the protected work
- Location of the content (e.g., URL)
- Reasoning for the infringement

We review every report carefully and remove unlawful content without undue delay. Users whose content is affected have the right to submit a counter-notice. In dispute cases, we provide a complaint procedure.

To protect user-generated content, legally permitted uses such as quotation, criticism, review, caricature, parody or pastiche remain expressly allowed. Content that falls under these exceptions must not be blocked automatically.

We permit text and data mining for scientific purposes, provided that no explicit reservation clause opposes it.

## 9. Ownership, License, Limitations

The Service and its original content (with the exception of content provided by you or other users), features and functions are and remain the exclusive and sole property of the Company. The Service is protected by copyright, trademark and other laws both domestically and abroad and contains certain trademarks and service marks that belong to the Company and/or our owners, affiliates or third parties. Our trademarks and trade dress may not be used in connection with any product or service without the Company's prior written consent. You agree not to copy, use, otherwise infringe or dilute these trademarks and service marks. You further agree that you will not alter or remove any copyright, trademark or other notices from the contents of the Website.

This Website and all content displayed on this Website as well as all software, data and information used to provide this Website, including texts and images, display and presentation methods, source code, embedded routines and programs and other materials, and all associated copyrights, trademarks, patents and other intellectual property rights are the property of the Company or our owners, affiliates, licensors or licensees and are protected by worldwide patent, copyright, trademark and other applicable laws and treaties, including but not limited to applicable trade secret laws.

We grant you the limited and non-exclusive right and license to access or download a single copy of the content of this Website solely for your personal and non-commercial use and to the extent necessary in connection with the use of the services available through this Website.

Unless expressly stated otherwise in these Terms and Conditions, you may not modify, distribute, reproduce, display or otherwise use this Website or parts thereof. In addition, the following is strictly prohibited: (i) reproducing, redistributing or reproducing in whole or in part the content, programming codes, images or graphics of this Website in any form without our prior express written permission; (ii) embedding, shrinking, overlaying or using other techniques to frame this Website or the trademarks, logos, content or other proprietary information contained therein (including images, text, page layouts or forms) with other software or third-party content; (iii) using metatags or other "hidden text" that contains the Company's names or trademarks or those of our owners, affiliates, licensors or licensees without our prior express written consent; and (iv) decompiling, disassembling, reverse engineering or otherwise attempting to derive the source code of this Website or the services offered herein.

In addition to the foregoing restrictions and limitations, you are expressly prohibited from using automated means (including, but not limited to, spiders, robots, crawlers, scrapers, deep links, data mining tools, data gathering or extraction tools and the like) or other automated methods, algorithms or devices, or manual processes to monitor, copy, download or otherwise access data or content of this Website. A limited exception applies to general internet search engines and non-commercial public archives that use such tools to collect information solely for the purpose of displaying hyperlinks to this Website, provided they do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our then-current policies and procedures. The term "general internet search engine" does not include any website, search engine or other service that specializes in classified ads or sub-areas of classified ads or that commercially offers classified ad services.

All rights not expressly granted to you in these Terms and Conditions are reserved by the Company, and you acknowledge that by accessing or downloading material from this Website, whether copyrighted or not, you do not acquire any ownership rights.

## **10. Links to Other Websites, Linking**

This Website may contain links or references to third-party websites that are not operated by us and/or that enable you to leave this Website or open an additional browser that connects you to the third-party website. Such links are provided solely as a convenience and do not constitute an endorsement of such third-party websites or their content by the Company. The Company assumes no liability for your access to or use of such linked websites, and your access to and use of other websites linked to this Website is at your own risk. The Company is not responsible for the content of such third-party websites and shall not be liable for any damages or losses arising from such content or your use of, reliance on or access to such third-party websites. For information about such third-party websites, we recommend that you consult the respective terms of use and privacy policies.

## **11. Use of Communication Services**

We offer a variety of services on this Website through which you can interact directly with others, such as email services, blog services, chat rooms, communication tools, forums and other public areas for postings ("Communication Services"). (For purposes of these Terms and Conditions, all references to this Website generally include all Communication Services available through this Website.) We cannot and will not review every posting published in these Communication Services. It may occur that you read a particular posting before one of our employees does. You may assume that these Communication Services contain information and opinions from various persons and organizations in addition to us. We do not endorse or guarantee the accuracy of postings, regardless of whether they come from a user, a prominent guest, an expert or one of our employees, and we assume no responsibility or liability for the views and opinions expressed. We encourage open exchange of information and user content, but we want everyone to be able to use these Communication Services.

We do not normally read private electronic messages that are not addressed to us. However, we reserve the right to do so and to use any information made available to us through your use of this Website and our Communication Services (including reverse IP address lookup) to comply with applicable law, enforce these Terms and Conditions, or protect the rights, property or safety of visitors to this Website and/or users of our Communication Services, our customers, the public, the Company and our owners, affiliates, licensors or licensees.

We also reserve the right (but assume no obligation) to review the content of this Website, including blogs, message boards, chat rooms, advertisements, listings, forums and other user content posted on this Website or via Communication Services, to ensure compliance with these Terms and Conditions and all other rules we establish, as well as applicable laws, regulations or governmental requests. We may, at our sole discretion, delete, move, refuse to post and/or edit messages, advertisements, postings or other user content that we consider unlawful or inappropriate for legal or other reasons.

By using this Website and/or our Communication Services, you agree not to submit any user content or other information to TopYachts via this Website or our Communication Services that (i) infringes or impairs the rights of others, (ii) is unlawful, threatening, offensive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, blasphemous, misleading, fraudulent or otherwise objectionable, (iii) incites a criminal offense, gives rise to civil liability or violates applicable law, or (iv) contains advertising or solicitations for products or services without our express prior permission.

The sender of user content is solely responsible for its content and the information contained therein, including accuracy and completeness. By posting content on this Website or via our Communication Services or by submitting user content to TopYachts, you represent that you have all necessary rights to provide, post, upload or transmit such content. You are fully liable for all damages resulting from infringement of copyrights, trademarks or other proprietary rights or from user content submitted by you. We reserve the right to deny access to users who violate these Terms and Conditions or who, in our discretion, impair other users' use or infringe their rights. We will comply with legal provisions regarding disclosure of messages to third parties, including law enforcement authorities.

## **12. Violation of the Terms of Use**

We may disclose any information we have about you (including your identity) if we deem it necessary in connection with an investigation or complaint regarding your use of this Website or in order to identify, contact or take legal action against you or other persons who may be harming or interfering with our rights or property or the rights or property of visitors or users of this Website, including our customers (intentionally or unintentionally). We reserve the right at all times to disclose any information we deem necessary to comply with applicable laws, regulations, legal processes or governmental requests. We may also disclose your data if we believe applicable law requires or permits it, including exchanging information with other companies and organizations for fraud protection (fraud prevention).

You acknowledge and agree that we may store any communications you receive from us through this Website or a service offered through this Website and may disclose such data if required by law or if we consider disclosure necessary to (i) comply with legal process, (ii) enforce these Terms and Conditions, (iii) respond to claims that such data infringes third-party rights, or (iv) protect the rights, property or personal safety of the Company and/or our owners, affiliates, employees, users, visitors of this Website or the public.

Without prejudice to the other provisions of these Terms and Conditions, you agree that we may, at our sole discretion and without prior notice, terminate your access to this Website and/or block your future access if we determine that you have violated these Terms and Conditions or other agreements or policies associated with your use of this Website, including, without limitation, our Privacy Policy. You further agree that any violation of these Terms and Conditions constitutes an unfair business practice and causes us irreparable harm for which monetary compensation would be inadequate. You consent that in such cases we may take any injunctive or other judicial measures we deem necessary or appropriate. These remedies are in addition to any other remedies available at law or in equity.

## **13. Disclaimer**

You agree that this Website and all information, products or services available through this Website are provided by us without any warranty, whether express or implied, and that the use of this Website and all information, products or services available through this Website is solely at your own risk. You understand that delays, omissions, interruptions, inaccuracies and/or other problems may occur with respect to the information, products and services available through this Website, published or advertised on this Website, including information, products and services referenced through this Website, advertised on this Website or sold through this Website. Neither the Company nor our owners, affiliates, licensors or licensees warrant that this Website will



operate uninterrupted or error-free. We also do not warrant the results that may be obtained from use of this Website or the accuracy, reliability or completeness of the content or information, products or services provided or made accessible through this Website. Without limiting the generality of the foregoing, the Company and our owners, affiliates, licensors and licensees expressly disclaim all express or implied warranties, whether statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.

## **14. Limitation of Liability**

Neither the Company nor our owners, affiliates, licensors or licensees shall be liable for errors, inaccuracies, omissions or other defects in the information contained on this Website. In no event shall the Company or our owners, affiliates, licensors or licensees be liable to you or third parties for damages arising from access to this Website, its use, or the inability to use this Website or the information, products or services available through this Website, or our use of user content that you post or submit to us. In addition to and without limiting the foregoing, in no event shall the Company or our owners, affiliates, licensors or licensees be liable for any special, indirect, consequential, punitive, exemplary or similar damages of any kind (including, without limitation, damages for lost profits or business or data losses or business interruption), even if we or any such other person have been advised of the possibility of such damages.

Without limiting the foregoing, you agree that the total liability of the Company and our owners, affiliates, licensors and licensees, if any, arising from any legal claims (whether in contract, tort or otherwise) in connection with your access to this Website, its use, inability to use, or the information, products or services available through this Website, or our use of user content that you post or submit to us, is limited to the amount you actually prepaid through our Service, less the time already used thereof.

**Note:** Because some states/jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages, some of these limitations may not apply to you. In such cases, the exclusions and limitations in this section apply to the greatest extent enforceable under applicable law.

## **15. Indemnification and Compensation**

You hereby indemnify, defend and hold harmless the Company and our owners, affiliates, licensors and licensees from and against all claims, costs, demands, losses, damages and expenses, including, without limitation, legal costs, arising from or relating to: (i) your breach of these Terms and Conditions or any matter for which you are responsible or liable under these Terms and Conditions, (ii) third-party claims regarding our use of user content that you post on this Website or submit to us, including, without limitation, infringement of copyrights, trademarks, trade secrets, patents, proprietary rights or other claims, or (iii) disputes between you and third parties, including, without limitation, other users, advertisers or parties to an actual, potential or terminated sale or transaction.

## **16. Miscellaneous**

Using this Website to send spam is strictly prohibited. By using this Website, you agree not to use information about other users of this Website or items posted or sought by such users (including listing information, usernames, email addresses, phone numbers and/or other information) for purposes not expressly permitted by these Terms and Conditions. You are prohibited from posting information directed at minors or collecting personal data from minors.

These Terms and Conditions are governed by the laws of the Republic of Croatia. You submit to the exclusive jurisdiction and venue of the municipal court for the City of Split and surrounding areas for all disputes arising out of or relating to these Terms and Conditions, your use of this Website or the information, products or services available through this Website, or our use of user content you post or submit to us. Use of this Website or the information, products or services available through it is not permitted in jurisdictions that do not recognize all provisions of these Terms and Conditions, including this paragraph.

You agree that no joint venture, partnership, employment relationship or agency relationship is created between you and the Company by these Terms and Conditions or your use of this Website or the information, products or services available through it. You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

You may use this Website and the information, products and services available through it only for lawful purposes. Any conduct that, in our discretion, restricts or inhibits any other person from using this Website or the information, products or services available through it is not permitted.

You agree that all claims arising out of or relating to this Website or the information, products or services available through it shall be brought individually and without any class action.

You agree not to post, upload or transmit any content, visitor materials, customer materials, information or materials relating to boats or other vessels in countries or regions that are subject to or targeted by comprehensive US or EU economic sanctions (including, but not limited to Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine), or involving any person or organization on a restricted parties list under applicable sanctions laws ("Sanctions Laws") or export control laws ("Export Control Laws"), including, but not limited to the US Treasury Department Office of Foreign Assets Control list of specially designated nationals and blocked persons and the EU consolidated list, or any person or organization owned or controlled 50 percent or more by such a person, to the extent such transactions violate Sanctions Laws or Export Control Laws. Listings that violate these provisions may be removed promptly by TopYachts.

If any provision of these Terms and Conditions or part thereof is held invalid, that provision shall be amended and construed to achieve the objectives of that provision to the greatest extent possible under applicable law, and all other provisions shall remain in full force and effect. The Company's failure to exercise any right shall not constitute a waiver of that or any other right.

These Terms and Conditions together with our Privacy Policy constitute the entire agreement between the parties. Additional terms may apply if you use or buy certain products or services from TopYachts. In the event of a conflict where multiple terms apply, the term most favorable to the Company, its owners, affiliates, licensors and licensees shall prevail.

These Terms and Conditions may have been translated if we made them available to you in our Service. You agree that in the event of a dispute, the Croatian version shall prevail.

## **17. Compliance within the European Union (EU)**

### **17.1 GDPR (General Data Protection Regulation) Compliance**

This regulation has been directly applicable law in all EU Member States since 25 May 2018 and forms the basis for data protection in the EU.

- **Data protection and privacy:** The Company collects, processes, stores and protects personal data in accordance with the GDPR. Details on data handling can be found in our Privacy Policy.
- **User rights:** EU users have the right of access, rectification and erasure of their data, the right to restriction of processing, as well as data portability and the right to object.
- **Consent:** The user's consent to data processing is specific and unambiguous. Users may withdraw their consent at any time.

### **17.2 EU Consumer Rights**

Consumers in the EU benefit from all mandatory provisions of the law of the country in which they are resident.

## **18. Changes to the Terms of Use**

We reserve the right to change these Terms and Conditions at our sole discretion at any time if we consider it appropriate by posting such changes on our Website. What constitutes a material change will be determined at our sole discretion. All changes, modifications, additions or deletions become effective immediately upon publication unless otherwise stated.

We will not separately notify you that changes have been made, regardless of the scope and significance of the changes, and we therefore recommend that you review these Terms and Conditions regularly to stay informed of the applicable terms for your access to and use of this Website and for our use of user content you post on this Website or submit to us. Your continued use of this Website and/or submission of user content to us after publication of such changes constitutes your acceptance of such changes.

This Website may change at any time, and we may restrict access to this Website or parts thereof at any time, suspend it temporarily or permanently discontinue it.

By continuing to access or use our Service after these changes become effective, you agree to be bound by the revised terms. If you do not agree to the new terms in whole or in part, please stop using the Website and the Service.

We reserve the right, at our sole discretion, to refuse Service, terminate accounts and/or cancel orders, including, but not limited to where we believe the customer's conduct violates applicable law or harms the interests of the Company, its business units or its customers, affiliates, licensors or licensees.

## **19. Contact Us**

If you have any questions, please feel free to contact us:

- by email at [info@topyachts.com](mailto:info@topyachts.com)
- by phone at +43 676 7382228
- by post at Top Yachts d.o.o., Put Trscenice 6, HR-21000 Split

Status: January 2026

Mag. iur. Irene Frudinger

Managing Director (CEO) / Founder / Shareholder

Top Yachts d.o.o.