

Terms of Use

Effective Date: 01/27/2025

Welcome to BoatsSharing (PrimePoint Group LLC) These Terms of Use ("Terms") govern your use of our website, www.boatssharing.com, and the booking of boat and jet ski rentals through our site. By accessing or using our website, you agree to comply with these Terms. If you do not agree with these Terms, please do not use our website.

1. Acceptance of Terms

By accessing and using our website, including making a reservation or engaging with any content or services, you accept and agree to be bound by these Terms. We reserve the right to modify or update these Terms at any time, and such changes will be effective immediately upon posting on the website. You are encouraged to review these Terms regularly.

2. Eligibility

To use our rental services, you must meet the following requirements:

- You are at least **21 years of age**.
- If you are born on or after September 1, 1993, you have completed a **boating education course** or have purchased a **boat education deferral**.
- You have the legal capacity to enter into contracts and agree to these Terms.

If you do not meet these requirements, you may not use our services.

3. Use of the Website

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

- To engage in any illegal or fraudulent activities.
- To violate or infringe upon the rights of others.
- To interfere with or disrupt the functioning of the website.
- To attempt to access any restricted or unauthorized areas of the website.

We reserve the right to suspend or terminate your access to the site for violating these Terms.

4. Booking Process

Our website provides the ability to book boat and jet ski rentals. By making a reservation, you agree to the following:

- You will provide accurate and complete information during the booking process.
- You will pay all applicable fees, including rental charges, taxes, and deposits.
- You agree to abide by the terms set out in our **Rental Agreement** and **Waiver**, which are available on the website and must be signed before taking possession of any boat or jet ski.
- You acknowledge that our **Booking Terms** (including cancellation and refund policies) apply to your reservation.

Please refer to our **Rental Agreement** and **Waiver** for further information regarding your responsibilities as a renter.

5. Intellectual Property

The content, layout, design, and functionality of our website, including but not limited to text, images, logos, and videos, are the property of BoatsSharing (PrimePoint Group LLC) and are protected by copyright and intellectual property laws. You may not reproduce, modify, distribute,

or display any content from the website without prior written consent from BoatsSharing (PrimePoint Group LLC).

6. User Responsibilities

You agree to:

- Operate rented boats and jet skis in accordance with all applicable laws and regulations.
- Comply with the safety instructions provided by BoatsSharing (PrimePoint Group LLC).
- Ensure that any passengers or guests on the rented vessel also comply with all safety requirements and regulations.
- Not use the rented vessels under the influence of alcohol, drugs, or any other substances that may impair your ability to operate the vehicle safely.

You acknowledge that you will be responsible for any damage, loss, or injury caused by your failure to comply with these responsibilities.

7. Limitation of Liability

To the fullest extent permitted by law, BoatsSharing (PrimePoint Group LLC) and its affiliates will not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profits, arising from your use of the website or rental services, even if BoatsSharing (PrimePoint Group LLC) has been advised of the possibility of such damages.

All liabilities related to the rental of boats and jet skis are governed by the **Rental Agreement and Waiver**, and you agree to indemnify and hold BoatsSharing (PrimePoint Group LLC) harmless for any claims arising out of your use of the rental services.

8. Privacy and Data Protection

We value your privacy. By using our website, you consent to the collection, use, and storage of your personal data as described in our **Privacy Policy**, which is incorporated into these Terms. You may be required to provide personal information to complete a booking or other services, and you agree to provide accurate and truthful information.

Privacy Policy (Incorporated into Terms of Use)

At BoatsSharing (PrimePoint Group LLC), we respect your privacy and are committed to protecting your personal data. This Privacy Policy describes the types of information we collect, how we use it, and your rights in relation to your personal data when using our website or renting boats and jet skis.

Information We Collect

We may collect the following types of information:

- **Personal Information:** When making a reservation or signing up, you may provide personal details such as your name, email address, phone number, date of birth, and payment information.
- **Non-Personal Information:** We may also collect non-personal information through cookies or similar technologies, including browsing data, IP addresses, and device information.

How We Use Your Information

We use your information for the following purposes:

- To process and confirm reservations.
- To provide customer support and respond to inquiries.
- To improve our services, website, and user experience.

- To comply with legal and regulatory obligations.

Sharing Your Information

We do not sell, rent, or lease your personal data to third parties. However, we may share your information with trusted third-party service providers who assist us with payment processing, website hosting, and other services necessary for our business.

Data Security

We take reasonable measures to protect your personal information from unauthorized access, use, or disclosure. However, no security system is 100% secure, and we cannot guarantee absolute security.

Your Rights

You have the right to:

- Access and update your personal information.
- Request the deletion of your personal data, subject to certain legal exceptions.
- Opt-out of marketing communications at any time.

If you have any concerns or requests regarding your personal data, please contact us at support@boatssharing.com.

9. Links to Third-Party Websites

Our website may contain links to third-party websites for convenience or informational purposes. BoatsSharing (PrimePoint Group LLC) is not responsible for the content, privacy practices, or actions of these third-party sites. We encourage you to review the privacy policies and terms of use of any third-party website you visit.

10. Governing Law and Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of the State of Texas, USA. Any disputes arising out of or relating to these Terms shall be resolved through binding arbitration in Denton County, State of Texas, unless otherwise specified.

11. Termination

We reserve the right to suspend or terminate your access to our website or rental services if we believe you have violated these Terms or engaged in fraudulent, harmful, or illegal activities. Upon termination, any obligations you have under these Terms, including payment obligations, shall survive.

12. Severability

If any provision of these Terms is determined to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

13. Contact Us

If you have any questions about these Terms, please contact us at:

7804 Rainbow falls drive, Frisco, TX, USA, 75036
(469) 796-6017
support@boatssharing.com