

TERMS AND CONDITIONS (T&C) FOR THE RENTAL OF SKI SHERIFF SKI RACKS

The following general terms and conditions are valid for the use of ski racks offered by FAF – Fürst and Fürst GesbR (FAF).

1 Registration and Confirmation

1.1 Application for registration (“application”) is possible via the smartphone app. To become a registered customer, the applicant must be 18 years of age at the time when the application is approved.

1.2 Upon registration, the applicant shall receive a personal identification number (PIN) with which they may log into the smartphone app.

1.3 Following successful registration, the customer may rent ski racks anywhere in the world. An overview of individual locations may be viewed online at www.skisheriff.com

1.4 Registration is free of charge for applicants. For rentals subject to fees, a valid means of payment must be provided prior to the time of rental.

2 Terms and Conditions of Use

2.1 Unauthorized modifications or alterations to the ski rack are not allowed.

2.2 Should unauthorized or improper use of the ski rack be determined, FAF is authorized to terminate the business relationship and block the customer from further rentals and usage.

3 Rental Limitations

Unless previously agreed otherwise, each customer may rent up to four locker boxes on one customer account at any one given time.

4 Duration of Rental

4.1 The chargeable rental period of the ski rack begins with the provision of the code for the lock to the customer.

4.1 The customer is to inform the provider of the end of the rental period. Upon provision of this information, the chargeable rental of the ski rack as well as the rental period to be invoiced will end. FAF must be informed via the app of any problems immediately. Notification later and any associated recourse claims shall be deemed invalid.

5 Condition of ski racks

5.1 The customer is to make themselves familiar with the condition as well as appropriate use of the ski rack before use.

5.2 The customer is obliged to check that the ski rack is in a good and safe condition.

5.3) Should the customer determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/she is to notify FAF and end the rental.

6 FAF Liabilities and Customer Liabilities

6.1 Use of services provided by FAF occurs at the customer's own risk. The customer takes full responsibility for damages caused by him/herself. The customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by FAF's liability insurer against a customer remain unaffected.

6.2 The customer shall be made liable for all costs and damages incurred by FAF due to non-compliance with agreement obligations including those defined in previous paragraphs concerning notification obligations.

6.3 FAF is liable for intentional damages and gross negligence towards their customers. For all other culpably infringing contractual obligations (cardinal obligations) the company shall be made liable only for typical, i.e. foreseeable, damages. FAF is not liable for damages to items locked up in the ski racks. Any further liability on the part of FAF is excluded.

6.4 FAF shall not be liable in cases of improper and/or unauthorized use of the ski racks.

6.5 If ski equipment is stolen during the rental period, the customer must report the theft immediately to FAF and to the police. FAF must be provided with the police department's case file number immediately.

7 Confidentiality of User Information

7.1 The customer is responsible for preventing unauthorized use of the customer's personal data by third parties. This applies, in particular, to their personalized PIN/password.

7.2 FAF expressly states that FAF employees are not authorized to and will never request or ask for the customer password.

7.3 The customer may change the personal data anytime and as often as he/she wants.

7.4 Should the customer have reason to believe that his/her user data has been compromised or misused, they are to inform FAF of this fact immediately.

7.5 The customer may deactivate their customer account by means of written notification sent to FAF.

8 Rental Usage, User Data, Blocking of Accounts

8.1 FAF is entitled, in cases of due reason and in particular in cases of misuse, to cancel customer rights and thereby exclude customers from using FAF's services and ski racks.

8.2 The limitation of liability provided for shall not be valid should the customer allow the misuse of his/her customer data intentionally or due to gross negligence.

9 Fees, Prices and Calculations

FAF's calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of the ski racks. Rental fees are to be taken from the current price list within the app.

10 Payment and Delayed Payment

The customer is obligated to pay the billed amounts by means of credit card or debit cards. The customer may change their preferred method of payment at any time.

11 Billing, Rental Lists, Controlling

11.1 The provider invoices its customers according to the current rate as described within the app. Finalized rental processes (including costs and time periods) may be viewed by the customer inside the app under "rentals". This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system (such as fees due to contractual non-compliance and/or service fees).

11.2 Debiting of the customer's account occurs automatically.

11.3 Objections to debited charges must be submitted in writing to FAF within 14 days of receipt of the invoice. Customer rights following expiry of the objection period, also in cases of rightful claims, remain unaffected. Any refunds due will be credited to the customer's account and applied to the next due payment unless otherwise dictated by the customer.

11.4 The customer is entitled to offset claims against the FAF company only if the claims are undisputed or non-appealable.

12 Termination and Deletion of Customer Information

Both contractual partners may properly terminate the contractual relationship at any time. The right to extraordinary termination is not affected by this provision. The customer may deactivate their customer account either by means of written notification sent to FAF. Written termination notices are to be sent to: FAF Gesbr, Herzgasse 104/7, 1100 Vienna, Austria; or via email to: info@f-a-f.at

13 Privacy Policy

13.1 FAF is authorized to save customers' personal data and is obligated to use that data only in compliance with current law.

13.2 FAF is entitled to disclose information about the customer to investigating authorities and to the necessary extent, in particular the customer's address, should proceedings be initiated against the customer for a civil or criminal offence.

13.3) When the payment method is by credit card, the customer's credit card data will be transferred to our partner Braintree for verification and accounting of the rental fees. Following the

registration process, credit card data is no longer visible for employees of FAF.

13.4) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at www.skisheriff.com).

14 Further Provisions

14.1 Austrian law applies and takes precedence. Legal domicile for any disputes arising from or in connection with a customer's use of the FAF ski rack rental system as well as use of is in Vienna, Austria insofar as the customer does not have a place of general jurisdiction in Austria or has transferred his place of residence or usual abode to a country other than Austria after conclusion of the contract or if the customer's residence or usual abode is unknown at the time of the legal dispute's arising or when the customer is a registered trader or legal entity under public law or has public special assets.

14.2 Verbal auxiliary agreements do not exist.

14.3 Should a provision of these T&C's be or become ineffective or unfeasible, the validity of the remainder of the document and its provisions shall remain unaffected. A regular and valid provision which has the aim and purpose of the initial provision shall be adopted in place of the invalid provision.

Date: December 9th, 2020