TERMS OF ADHESION AND CONDITIONS OF USE

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1. ABOUT THE MAR ABERTO PLATFORM

Mar Aberto is an online platform that connects operators and owners/advertisers of nautical sports and leisure experiences or vessels — such as charters, speedboats, and sailboats — with people interested in renting boats and other activities for leisure or tourism.

Our role is to provide a digital space for these providers to advertise their experiences, allowing users to search, compare, and choose among the available options easily and safely.

In addition, the platform offers an integrated payment solution through ASAAS, facilitating transactions between lessors and lessees.

Mar Aberto acts exclusively as an intermediary, putting the parties in contact. It is important to note that:

- Mar Aberto is not a tourism agency;
- We do not maintain any type of employment or commercial relationship with providers or lessees;
- We are not a party to the rental agreement, which is entered into directly between the boat owner and the lessee.

Each owner or operator has autonomy to define the price, conditions of use, and availability of the advertised vessels.

When a user chooses to rent, they enter into the agreement directly with the provider.

Responsibility for the published information (such as prices, photos, descriptions, and availability) lies exclusively with the providers.

Although Mar Aberto takes measures to maintain the quality and accuracy of the listings, we are not responsible for errors, inaccuracies, or outdated data displayed.

Therefore, we recommend that users always verify the information directly with the provider before completing any reservation.

Every adventurer and advertiser is responsible for the information entered on the Mar Aberto website and for the accuracy of the personal data provided.

Mar Aberto reserves the right to connect and assist both parties as a payment intermediary and registration of contracting of the published services.

Both parties are responsible for the safety of the activities. The service provider must ensure that it is in suitable conditions for use, and the user/client must use the equipment respectfully and safely, observing the rules of each practice.

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2. PAYMENTS

Payments shall be made through Asaas, with credit card, debit card, and Pix options.

Advertisers shall receive payments according to the processing period established by Asaas.

Payment shall only be made available after confirmation of the experience, that is, after check-in authorization.

ACCEPTANCE for use of the platform implies agreement with the terms of use and with Asaas' payment method.

In addition, Mar Aberto shall transfer funds to advertisers according to Asaas' availability for each type of payment, including amounts arising from cancellations.

Payments and the corresponding financial transfers shall be processed by the payment institution ASAAS, in accordance with its own terms, conditions, fees, deadlines, and procedures, and the PLATFORM shall not be responsible for the operation, maintenance, blocking, or release of funds by the payment institution. The fees, transfer deadlines, and other operational conditions are subject to change as the company ASAAS publishes market updates, without this constituting any liability on the part of Mar Aberto.

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3. LEGAL NATURE AND INTERMEDIATION

Mar Aberto is an online platform for advertising various nautical experiences.

It acts exclusively as a business intermediary between various advertisers, not functioning, under any circumstances, as a tourism agent, nor having any bond as an employer, service provider, consultant, or intermediary in the relationships between adventurers and advertisers.

Mar Aberto is not a tourism company and, therefore, is not necessarily bound to any duties or responsibilities typical of tourism agencies.

Mar Aberto does not participate in the rental agreements entered into between the advertiser and the adventurer, but rather intermediates, through the Terms of Use, compliance with the rules for both parties.

Its function is to assist boat owners in the conclusion of these agreements.

Mar Aberto provides payment solutions and facilitates the adventurer's option of insurance between users and advertisers, connecting the interested parties so that they may directly enter into the rental agreement, respecting their own customer service rules.

Mar Aberto is not responsible for the execution, operation, conduct, safety, or quality of the services provided by the ADVERTISER, and sole responsibility for providing the service contracted by the USER rests with the ADVERTISER.

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4. ACCEPTANCE OF TERMS

To use the platform, express and unrestricted acceptance of this TERMS OF ADHESION AND CONDITIONS OF USE is required, in accordance with current Brazilian and international legislation.

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5. GENERAL CONDITIONS

5.1 Use of the platform

Mar Aberto advertisers may use the online platforms only for lawful purposes.

It is not permitted to publish, send, distribute, or disseminate defamatory, obscene, or unlawful content or information, nor information exclusively owned by other persons or companies, such as registered trademarks or information protected by copyright, without the express authorization of the holder of such rights.

Mar Aberto is not obligated to monitor or restrict access to any area of the online platforms where adventurers and service providers exchange information, but may do so to ensure the quality of the services provided.

5.2 Listing rules

Listing texts may not contain information about the advertiser's contact, such as e-mail addresses, telephone numbers, links, or external websites.

Mar Aberto reserves the right to intervene in listing texts to remove such content.

Photos submitted by advertisers that display the boat's name may be altered to protect the vessel's identity until the reservation is confirmed.

5.3 Liability and exemption

Mar Aberto shall not, under any circumstances, be held liable for any relationship between the user and the advertiser, whether direct or indirect.

If the customer user, the advertiser, or a third party files a complaint or legal action, all involved parties shall release Mar Aberto from any liability, as well as its employees, agents, workers, representatives, and attorneys.

Under no circumstances shall a consumer relationship be characterized between Mar Aberto and the advertiser.

Mar Aberto is not responsible for tax, labor, criminal, civil, administrative, environmental, or any other obligations pertaining to the activities performed.

5.4 Registration and contracting

To advertise boats, the owner or operator must completely and correctly fill in the data in the registration form.

After approval, the boat shall be made available for rent on the platform.

The contractual relationship shall be established exclusively between the advertiser and the user.

The advertiser agrees to use the contract models provided by Mar Aberto.

It shall not be permitted to alter the contractual content or modify the final price after purchase.

5.5 Risks and indemnification

As Mar Aberto is not the operator of the advertised activities, we inform that risks and indemnifications shall occur between the Advertiser and the User; the platform serves to publicize the services made available and marketed.

5.6 Changes

Mar Aberto may modify features, suspend access, alter this term, and review commissions and prices at any time.

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6. COMPLIANCE POLICY

Advertisers of all experiences must act with the utmost transparency in all information provided, proving to be the legitimate owner of the boat or someone legally authorized to rent it on behalf of the owner, fully respecting the property rights over the equipment and nautical experiences offered.

- Negotiations with crew members or others claiming to act on behalf of the owner shall not be accepted, except in exceptional situations, upon analysis and express authorization from Mar Aberto.
- The advertiser shall be held liable if under embargo by any Brazilian authority or in non-compliance with legal requirements.
- The advertiser assumes all risks inherent to the vessel and the transportation of users.
- Mar Aberto may assist in the selection of insurance, without obligation to provide it.
- Rentals exceeding the maximum passenger limit shall not be permitted.
- The advertiser may not omit mechanical failures or absence of mandatory equipment.
- Must ensure compliance with Navy regulations.
- The checklist (Annex I) is mandatory before each departure.
- Use for unlawful activities is prohibited.
- The advertiser is responsible for the conduct of crew members and the fuel used.
- Must ensure cleanliness, organization, and safety.
- Must ensure boarding at suitable locations.
- Must provide excellent customer service.

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7. INFORMATION PROCESSING

- The use of devices that interfere with the functioning of the platform is prohibited.
- Data is stored in a secure environment.
- The platform complies with the LGPD.
- It is not responsible for external attacks.

For more information, see the Privacy Policy.

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8. COMPLAINTS AND DISPUTES

8.1 Owner Complaints

- Before disembarkation, they must verify the condition of the boat and expenses.
- Dispute period: up to 72 hours after the activity.
- Opening via e-mail with evidence.

Mar Aberto shall act as a mediator.

8.2 Decision

- May involve reimbursement or rejection.

8.3 Dispute of Charges

The ADVERTISER shall have a period of **10 (ten) business days** from the occurrence of the debit, transfer, or entry to dispute any amounts before Mar Aberto or the payment institution, and must provide evidence by e-mail. After this period without any manifestation, the amounts shall be deemed accepted and may not be subject to any subsequent claim.

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9. COMMISSIONS AND FEES

- 10% commission included in the final amount to the User, **automatically deducted from the transfer to the ADVERTISER**.
- Financial fees deducted from the advertiser, **in accordance with the current table of the payment institution ASAAS, subject to market changes**.
- Mar Aberto may change commissions with prior notice before purchases.

Payments (reference deadlines defined by ASAAS, subject to change):

- Pix/Debit: 2 to 3 days.
- Credit: up to 32 days.
- First sale may incur a fee of R$12.90 via ASAAS.

The deadlines and fees above are defined by the payment institution ASAAS and are subject to change according to market updates published by ASAAS itself, without this constituting any liability on the part of Mar Aberto.

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10. COPYRIGHT

- All content is protected by law.
- Reproduction without authorization is prohibited.
- Use of the brand and reverse engineering is prohibited.
- User content is considered public.

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11. CONTACT AND SUPPORT

- Form on the website.
- Telephone available in the footer.

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12. JURISDICTION

The jurisdiction of the District where each activity takes place is hereby elected.

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13. FINAL DECLARATION

The ADVERTISER and the USER declare that they have read, understood, and fully accept this Term.

This Term must be read in conjunction with the Advertiser Agreement, the Cancellation Policy, and the Privacy Policy and LGPD of Mar Aberto, which form an integral part of this document as annexes.

In the event of a conflict between the provisions of this Term and the referenced policies, the wording most protective of the USER and the one that best reflects Mar Aberto's position as a mere intermediary shall prevail.