

Terms and Conditions – Surfrizz

Operator:
Nikolaus Koller
Varsavska 35
120 00 Prague
Czech Republic

Part A – General Terms and Conditions (All Users)

1. Scope

Surfrizz is operated internationally and is intended for users from multiple countries. These Terms and Conditions are therefore provided in English. If a translated version is made available, the English version shall prevail in case of discrepancies.

These General Terms and Conditions govern the use of the platform “Surfrizz” (app and website). Surfrizz is available to private users and commercial providers. Conflicting terms of users do not apply.

2. Nature of the Platform

Surfrizz is an online platform that enables users to offer or search for surfboards, find surfing-related information, and contact other users or providers (e.g. surf schools).

Surfrizz is not a party to any contracts concluded between users. All sales, bookings, and services are concluded exclusively outside of Surfrizz.

3. Registration and User Account

Certain features require registration. Users may register via email or third-party services such as Apple or Google. Users must keep their login credentials confidential and are responsible for activities carried out via their account unless they are not at fault.

4. User Content and Responsibility

Users are solely responsible for all content they upload or transmit via Surfrizz. Content is not reviewed prior to publication. Users must not upload content that violates applicable law or third-party rights, including illegal, misleading, discriminatory, offensive, pornographic, or harmful-to-minors content.

The operator reserves the right to remove unlawful or non-compliant content.

5. Rights of Use

Users grant Surfrizz a non-exclusive, free-of-charge right to display and technically process uploaded content for the operation of the platform. This right ends when the content or the user account is deleted, subject to statutory retention obligations.

6. Availability

Continuous availability is not guaranteed. The operator aims to maintain high availability and remedy disruptions promptly.

7. Liability

The operator is liable without limitation for intent, gross negligence, and injury to life, body, or health. In cases of slight negligence, liability exists only for breach of essential contractual obligations and is limited to foreseeable damage. The operator is not liable for user-generated content.

8. Suspension and Termination

Accounts may be temporarily or permanently suspended in case of violations of these terms. Users may delete their account at any time. The right to terminate for cause remains unaffected.

9. Fees

Use of Surfrizz is currently free of charge. The operator may introduce paid features in the future. Users will be informed in advance.

10. Data Protection

Information on data processing can be found in the Privacy Policy at <https://www.surfrizz.com/privacy>.

11. Governing Law and Jurisdiction

Czech law applies, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law applies only insofar as mandatory consumer protection laws of their country of residence are not overridden. Jurisdiction for merchants is Prague.

12. Final Provisions

If any provision of these terms is invalid, the remaining provisions remain unaffected.

Part B – Business Terms and Conditions (Commercial Users Only)

1. Scope and Definition

These Business Terms apply exclusively to commercial users such as surf schools, rental services, and shops offering products or services via Surfrizz. A commercial user is any user acting in the course of a business or self-employed professional activity.

Commercial users acknowledge that personal data is processed in accordance with the Privacy Policy.

2. Platform Role

Surfrizz acts solely as a technical intermediary. Contracts between commercial users and customers are concluded exclusively between those parties. Commercial users are solely responsible for pricing, descriptions, legal compliance, and performance of their offers.

3. Obligations of Commercial Users

Commercial users must provide accurate business information, comply with applicable laws, ensure that their offers are lawful and up to date, and handle customer inquiries and complaints independently.

4. Content and Compliance

Commercial users guarantee that their content does not infringe third-party rights. Surfrizz may remove or restrict offers that violate legal requirements or platform rules.

5. Fees and Monetization

Surfrizz may charge fees for commercial listings or features. Applicable prices will be communicated before activation of paid services.

6. Liability and Indemnification

Surfrizz is not liable for contracts, services, or damages arising from relationships between commercial users and customers. Commercial users indemnify Surfrizz against third-party claims resulting from their offers or legal violations.

7. Suspension and Termination

Surfrizz may suspend or terminate commercial accounts in case of serious or repeated violations. Commercial users may terminate their account subject to applicable notice periods.

8. Governing Law and Jurisdiction

Czech law applies. Exclusive jurisdiction for disputes with commercial users is Prague.