

Last updated: July 1, 2024

Please read these terms and conditions carefully before using Our Service.

# Interpretation and Definitions

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## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear capitalized or uncapitalized, in singular or plural.

## Definitions

For the purposes of these Terms and Conditions:

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Country** refers to: Sint Maarten.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Renegades B.V., Plaza del Lago Bank Building #7, Cole Bay, Sint Maarten.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Feedback** means feedback, testimonials, innovations or suggestions sent by You regarding the attributes, performance or features of Our Service.

**Goods** refer to the items, such as sailing packages, charters, tours, tickets, or any other item, offered for sale on the Service.

**Orders** also referred as "Bookings", mean a request by You to purchase Goods from Us.

**Promotions** refer to contests, sweepstakes or other promotions offered through the Service.

**Service** refers to both the Website and the Vessel on which Your tour takes place.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

**Third-party Social Media Service** means 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 Renegades, accessible from <http://www.sailrenegades.com>

**Vessel** refers to the boat, catamaran, tender, or any other motorized or non-motorized Vessel on which Your tour takes place.

**Captain** means the person licensed to operate the Vessel and who has governing responsibility for the health and safety of the Participants, Crew, and Vessel.

**Crew means** any person employed by, or working on behalf of, Our Company, and who reports to the Captain.

**You** also referred to as “Participant”, “Passenger”, OR “Customer”, means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

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These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the 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 and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service unless accompanied by an adult.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Placing, Changing and Cancelling Orders for Goods

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By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

### Your Information

If You wish to place an Order for Goods available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

### **Order Changes:**

Once Your Order has been placed, you can make the following changes:

- More than 14 days before Your charter: You can add or remove guests, change the package type, or change the date (if available).
- Less than 14 days before Your charter: You can add additional guests or change the package type (if available).

### **Order Cancellation:**

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Safety
- Errors in the description or pricing of Goods
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Orders cancelled by Us, if applicable, will be refunded minus service fees.

### **Cancellation or Changes Due to Unsafe Sea Conditions:**

- Before Your charter: If the Captain determines that sea conditions will be unsafe, then You will have the option to move Your charter to an alternate date that is mutually suitable or receive a 100% refund minus service fees.
- During Your charter: If Your charter is already underway and the Captain determines that sea conditions are unsafe, resulting in the need to change the travel itinerary or any other criteria in Your Order, then a refund will not be provided. If necessary, You will be taken to the nearest shore and are responsible for paying for Your own transportation back to the pick-up/drop-off point or any other location.

### **Cancellation Due to Unsafe Conduct:**

The Captain reserves the right to cancel Your charter at any time if Your charter is underway and anyone in Your group is behaving in a way that impacts the safety of other passengers or crew

onboard. The Captain may remove any or all passengers under such circumstances. Removed passengers will be taken to the nearest shore and are responsible for paying for Their own transportation back to the pick-up/drop-off point or any other location. If Your charter is cancelled for these reasons You will not receive a refund.

#### **Your Order Cancellation Rights:**

Any Goods You purchase can only be refunded in accordance with these Terms and Conditions and Our Refund Policy. Our Refund Policy forms a part of these Terms and Conditions.

## Refund Policy

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Your Order is eligible for a refund if cancelled by You as per the following:

- More than 14 days before Your charter: 100% refund.
- 7 to 14 days before Your charter: 75% refund.
- 3 to 7 days before Your charter: 50% refund.
- Less than 3 days before Your charter: No refund.

The same refund terms apply for the cancellation of individual guest tickets as part of your Order.

For any cancellations made, either by You or the Company, no service fees will be refunded.

Any Goods purchased in our onboard shop are final sale and not eligible for a refund.

#### **Weather Policy:**

Our operations continue in various weather conditions, including rain or cloudy skies. Rain or cloudy weather alone does not necessarily indicate unsafe sea conditions. The determination of unsafe sea conditions is exclusively at the Captain's discretion. If, before Your charter begins, the Captain deems the sea conditions to be unsafe, You will *have the option of either rescheduling Your charter to an alternate date that is mutually suitable, or receiving a 100% refund minus service fees.*

## Availability, Errors, and Inaccuracies

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We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding Our Goods on the Service and in Our advertising on other Websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order. The price of Our Goods includes applicable taxes. Fees are added on top of the price of the Goods.

### Payments

All Goods, including taxes and fees, purchased are subject to a one-time payment. Payment can be made through various payment methods We have available, such as credit cards or any other online payment methods.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If We do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

## Promotions

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Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as Well as Our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## Intellectual Property

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The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

# Your Feedback to Us

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You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

# Links to Other Websites

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Our Service may contain links to third-party Web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party Web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party Web sites or services that You visit.

# Termination

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We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

# Limitation of Liability

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Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to

the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

### **Waiver of Liability**

The Participant acknowledges and agrees that certain risks and dangers are involved with the services and activities offered by the Company, including risk or personal injury to the Participant.

To the fullest extent permitted by law, You agree to waive and relinquish all Your legal rights or actions against the Company, and You fully release and indemnify the Company for any loss, damage, or personal injuries You may suffer or sustain arising out of or in relation to the services and activities rendered by the Company, except for circumstances of gross negligence or malintent committed by the Company.

You agree and acknowledge that You undertake the activity freely, voluntarily and at Your own risk considering the risks and hazards involved.

You warrant that You are 18 years of age or over, or in the event of a minor child/ children participating in the offered activities, that You are the lawful guardian of said child or children. You also agree and acknowledge that You and/or Your minor child or children, if any, are physically fit and do not have any (pre)- existing physical, medical or other conditions which might impair Your ability to safely undertake the offered activities and services.

in our terms and conditions is there a better way of phrasing this: Cancellation Due to Unsafe Conduct:

ChatGPT

Certainly! Here are a few alternative ways to phrase "Cancellation Due to Unsafe Conduct" in terms and conditions:

"Termination for Unsafe Behavior"

"Cancellation Based on Unsafe Conduct"

"Termination Due to Unsafe Actions"

"Cancellation for Unsafe Behavior"

"Termination as a Result of Unsafe Conduct"

Choose the one that best fits the tone and style of your terms and conditions while accurately conveying the intended meaning.

now that im in 4o, try again

ChatGPT

Of course! Here are some refined suggestions for "Cancellation Due to Unsafe Conduct" in your terms and conditions:

"Termination for Hazardous Behavior"

"Cancellation for Risky Conduct"

"Termination Due to Dangerous Actions"

"Cancellation for Unsafe Behavior"

"Termination for Safety Violations"

These alternatives maintain clarity and professionalism, fitting well within a formal document like terms and conditions.

is there a better way of phrasing this: Weather Policy: We operate rain or shine. Rain or cloudy weather may not solely constitute unsafe sea conditions. This determination is solely at the Captain's discretion.

ChatGPT

Sure! Here's a more refined way to phrase your weather policy:

Weather Policy: Our operations continue in all weather conditions, including rain or cloudy skies. The determination of unsafe sea conditions is exclusively at the Captain's discretion.



looking specifically at the Placing, Changing or Cancelling orders, and Refund Policy sections of our Terms, what elements of 'refund criteria' should actually be better placed in the refund policy vs the other section? Here's the terms: Terms and Conditions

Last updated: July 1, 2024

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## Interpretation and Definitions

### Interpretation

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### Definitions

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Country refers to: Sint Maarten.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Renegades B.V., Welfare Road 68 Unit 17, Cole Bay Lagoon.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, testimonials, innovations or suggestions sent by You regarding the attributes, performance or features of Our Service.

Goods refer to the items, such as sailing packages, charters, tours, tickets, or any other item, offered for sale on the Service.

Orders, also referred as "Bookings", mean a request by You to purchase Goods from Us.

Promotions refer to contests, sweepstakes or other promotions offered through the Service.

Service refers to both the Website and the Vessel on which Your tour takes place.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means 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 Renegades, accessible from <http://www.sailrenegades.com>

Vessel refers to the boat, catamaran, tender, or any other motorized or non-motorized Vessel on which Your tour takes place.

Captain means the person licensed to operate the Vessel and who has governing responsibility for the health and safety of the Participants, Crew, and Vessel.

Crew means any person employed by, or working on behalf of, Our Company, and who reports to the Captain.

You, also referred as “Participant”, means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

#### Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the 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 and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service unless accompanied by an adult.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

#### Placing, Changing and Cancelling Orders for Goods

By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

#### Your Information

If You wish to place an Order for Goods available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order changes:

You can make changes to your order

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Safety
- Errors in the description or prices for Goods
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Orders cancelled by Us, if applicable, will be refunded minus service fees.

Weather Policy:

Our operations continue in all weather conditions, including rain or cloudy skies. The determination of unsafe sea conditions is exclusively at the Captain's discretion.

Cancellation or Changes Due to Unsafe Sea Conditions:

- Before the Charter: If the Captain determines sea conditions unsafe before the charter begins, we will reschedule your charter to a mutually suitable date or provide a 100% refund minus service fees.
- During the Charter: If the charter is underway and the Captain determines that sea conditions are unsafe, requiring changes to Your itinerary that may not meet Your Order's criteria, a refund will not be provided. If necessary, You will be taken to the nearest shore and

are responsible for paying for Your own transportation back to the original pick-up/drop-off point or any other location.

#### Cancellation Due to Unsafe Conduct:

The Captain reserves the right to cancel Your charter at any time if Your charter is underway and anyone in Your group is behaving in a way that impacts the safety of other passengers or crew onboard. The Captain may remove any or all passengers under such circumstances. Removed passengers will be taken to shore and will be expected to pay for their own transportation back to the original pick-up/drop-off point or any other location. If Your charter is cancelled for any of these reasons, You will not be eligible for a refund.

#### Your Order Cancellation Rights

Any Goods You purchase can only be refunded in accordance with these Terms and Conditions and Our Refund Policy. Our Refund Policy forms a part of these Terms and Conditions.

#### Refund Policy

Your Order is eligible for a refund if cancelled as per the following:

- More than 14 days before Your charter: 100% refund.
- to 14 days before Your charter: 75% refund.
- 3 to 7 days before Your charter: 50% refund.
- Less than 3 days before Your charter: No refund.

The same refund terms apply for the cancellation of individual guest tickets as part of your Order.

For any cancellations made, either by You or the Company, no service fees will be refunded.

#### Availability, Errors, and Inaccuracies

We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding Our Goods on the Service and in Our advertising on other Websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order. The price of Our Goods includes applicable taxes. Fees are added on top of the price of the Goods.

## Payments

All Goods, including taxes and fees, purchased are subject to a one-time payment. Payment can be made through various payment methods We have available, such as credit cards or any other online payment methods.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If We do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

## Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as Well as Our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Service may contain links to third-party Web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party Web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party Web sites or services that You visit.

#### Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

#### Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

#### Waiver of Liability

The Participant acknowledges and agrees that certain risks and dangers are involved with the services and activities offered by the Company, including risk or personal injury to the Participant.

To the fullest extent permitted by law, You agree to waive and relinquish all Your legal rights or actions against the Company, and You fully release and indemnify the Company for any loss, damage, or personal injuries You may suffer or sustain arising out of or in relation to the services

and activities rendered by the Company, except for circumstances of gross negligence or malintent committed by the Company.

You agree and acknowledge that You undertake the activity freely, voluntarily and at Your own risk considering the risks and hazards involved.

You warrant that You are 18 years of age or over, or in the event of a minor child/ children participating in the offered activities, that You are the lawful guardian of said child or children. You also agree and acknowledge that You and/or Your minor child or children, if any, are physically fit and do not have any (pre)- existing physical, medical or other conditions which might impair Your ability to safely undertake the offered activities and services.

#### Health and Safety Policy

We are committed to the health and safety of Our Participants, Crew, and Vessels. This Safety Policy describes the safety practices We have in place, and the shared responsibility of both Our Crew and You as a Participant to ensure the safe and efficient operation of Our Vessels, as well as the prevention of pollution when on board.

#### Certifications and Training

We comply with the regulations set out in the Small Commercial Vessels (SCV) Code, 2021. The SCV Code prescribes operating standards for safety, seafarer certification, and Well-being and protection of the marine environment for small commercial Vessels operating in the Caribbean Trading Area (CTA). Our Vessels are inspected for maritime safety compliance and operate with a valid SCV Safety Certificate available for Participant review.

Our Captains and Crew are trained and certified in accordance with the Global Standard for Maritime Training and the Standards of Training, Certification, and Watchkeeping for Seafarers (STCW).

The Captain is responsible for using all reasonable means to make sure the Vessel is seaworthy before and during each voyage, protecting the Vessel and the Participants and Crew on board from hazards, and operating within legal limits. The Crew are responsible for carrying out their duties in a safe manner, and letting the Captain know if they become aware of any hazard or anything else that might affect safe operations of the Vessel.

#### Life Jackets and Flotation Devices

Our Vessels are equipped with the number of Safety of Life at Sea (SOLAS) approved adult sized life jackets equivalent to the maximum number of people permitted to be carried on board. Vessels are also equipped with the number of child size and infant size SOLAS life jackets equal to at least 10% and 2.5% respectively, of the total number of people carried on board or such greater number as may be required to provide a life jacket for each child and infant. We also carry a number of Personal Flotation Devices (PFDs) as additional equipment.

Participants are required to Wear a SOLAS life jacket when instructed by the Captain. We encourage the use of PFDs when underway, swimming, and using motorized and non-motorized water toys or equipment. If adult Participants decide not to wear a PFD, it is done so at their own risk. Parents and, or lawful guardians are responsible for discerning the use of PFDs by their children and infants.

#### Food and Alcohol Safety

We ensure that food and beverages are handled and prepared in accordance with food safety regulations, and that Our Crew are trained and certified in food handling safety.

Participants are recommended to advise of any known food allergies at the time of booking, so that accommodations can be made.

The legal age to consume alcohol in Sint Maarten is 18. We take measures to ensure responsible alcohol beverage service onboard Our Vessels and reserve the right to refuse service to Participants whose overconsumption of alcohol is deemed to be hazardous to the safe operation of the Vessel, and to other Participants or Crew.

#### "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations



may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

#### Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

#### Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

#### For European Union (EU) Users

If You are a European Union consumer, You will benefit from any mandatory provisions of the law of the country in which You are resident in.

#### Severability and Waiver

##### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

##### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

##### Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on Our Service. You agree that the original English text shall prevail in the case of a dispute.

##### Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions 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.

#### Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

By email: [ahoy@sailrenegades.com](mailto:ahoy@sailrenegades.com)

By visiting this page on Our Website: <http://www.sailrenegades.com/contact-us>

#### ChatGPT

To better organize your terms and conditions, particularly regarding the "Placing, Changing or Cancelling Orders" and "Refund Policy" sections, here are suggestions for what elements of 'refund criteria' should be placed specifically in the Refund Policy section versus the Placing, Changing or Cancelling Orders section:

#### Placing, Changing, or Cancelling Orders for Goods

##### Order Placement:

Legal capability to enter into binding contracts.

Information required for placing an order (name, email, phone number, credit card details, billing, and shipping address).

Warranties about the correctness of the provided information.

Right to provide the information to payment processing third parties.

##### Order Changes:

Process for making changes to an order.

##### Order Cancellation:

Right to refuse or cancel orders due to:

Goods availability.

Safety.

Errors in description or pricing.

Suspected fraud or unauthorized transactions.

Refund criteria for orders canceled by the company.

Cancellation Due to Unsafe Sea Conditions:

Before the charter: Rescheduling or 100% refund minus service fees.

During the charter: No refund if itinerary changes due to unsafe conditions; responsibility for transportation costs.

Cancellation Due to Unsafe Conduct:

Right of the Captain to cancel the charter and remove passengers for unsafe behavior.

No refund eligibility for cancellations due to unsafe conduct.

Refund Policy

Refund Criteria:

Full refund for cancellations made more than 14 days before the charter.

75% refund for cancellations 7 to 14 days before the charter.

50% refund for cancellations 3 to 7 days before the charter.

No refund for cancellations less than 3 days before the charter.

Refund terms for individual guest ticket cancellations.

Clarification that no service fees will be refunded for any cancellations.

Revised Terms and Conditions Sections

Placing, Changing, or Cancelling Orders for Goods

markdown

## Copy code

By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

### **\*\*Your Information\*\***

If You wish to place an Order for Goods available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

### **\*\*Order Changes:\*\***

You can make changes to your order.

### **\*\*Order Cancellation\*\***

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Safety
- Errors in the description or prices for Goods
- Errors in Your Order
- Fraud or an unauthorized or illegal transaction is suspected.

Orders cancelled by Us, if applicable, will be refunded minus service fees.

### **\*\*Weather Policy:\*\***

Our operations continue in all weather conditions, including rain or cloudy skies. The determination of unsafe sea conditions is exclusively at the Captain's discretion.

**\*\*Cancellation or Changes Due to Unsafe Sea Conditions:\*\***

- Before the Charter: If the Captain determines sea conditions unsafe before the charter begins, we will reschedule your charter to a mutually suitable date or provide a 100% refund minus service fees.
- During the Charter: If the charter is underway and the Captain determines that sea conditions are unsafe, requiring changes to Your itinerary that may not meet Your Order's criteria, a refund will not be provided. If necessary, You will be taken to the nearest shore and are responsible for paying for Your own transportation back to the original pick-up/drop-off point or any other location.

**\*\*Cancellation Due to Unsafe Conduct:\*\***

The Captain reserves the right to cancel Your charter at any time if Your charter is underway and anyone in Your group is behaving in a way that impacts the safety of other passengers or crew onboard. The Captain may remove any or all passengers under such circumstances. Removed passengers will be taken to shore and will be expected to pay for their own transportation back to the original pick-up/drop-off point or any other location. If Your charter is cancelled for any of these reasons, You will not be eligible for a refund.

Refund Policy

markdown

Copy code

**\*\*Refund Policy:\*\***

Your Order is eligible for a refund if cancelled as per the following:

- More than 14 days before Your charter: 100% refund.
- 7 to 14 days before Your charter: 75% refund.
- 3 to 7 days before Your charter: 50% refund.
- Less than 3 days before Your charter: No refund.

The same refund terms apply for the cancellation of individual guest tickets as part of your Order.

For any cancellations made, either by You or the Company, no service fees will be refunded.

This separation ensures that the conditions for placing, changing, or canceling orders are clearly distinguished from the specific refund policies, making the document more organized and user-friendly.

too much info. just do what i asked, looking at the two sections only

ChatGPT

Certainly! Here is a refined approach to separating the 'refund criteria' into the appropriate sections.

Placing, Changing, or Cancelling Orders for Goods

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

Goods availability

Safety

Errors in the description or prices for Goods

Errors in Your Order

Suspected fraud or unauthorized or illegal transactions

Weather Policy:

Our operations continue in all weather conditions, including rain or cloudy skies. The determination of unsafe sea conditions is exclusively at the Captain's discretion.

Cancellation or Changes Due to Unsafe Sea Conditions:

Before the Charter: If the Captain determines sea conditions unsafe before the charter begins, we will reschedule your charter to a mutually suitable date or provide a 100% refund minus service fees.

During the Charter: If the charter is underway and the Captain determines that sea conditions are unsafe, requiring changes to Your itinerary that may not meet Your Order's criteria, a refund will not be provided. If necessary, You will be taken to the nearest shore and are responsible for paying for Your own transportation back to the original pick-up/drop-off point or any other location.

Cancellation Due to Unsafe Conduct:

The Captain reserves the right to cancel Your charter at any time if Your charter is underway and anyone in Your group is behaving in a way that impacts the safety of other passengers or crew onboard. The Captain may remove any or all passengers under such circumstances. Removed passengers will be taken to shore and will be expected to pay for their own transportation back to the original pick-up/drop-off point or any other location. If Your charter is cancelled for any of these reasons, You will not be eligible for a refund.

Refund Policy

Refund Criteria:

More than 14 days before Your charter: 100% refund.

7 to 14 days before Your charter: 75% refund.

3 to 7 days before Your charter: 50% refund.

Less than 3 days before Your charter: No refund.

The same refund terms apply for the cancellation of individual guest tickets as part of your Order.

For any cancellations made, either by You or the Company, no service fees will be refunded.

This adjustment ensures that the 'refund criteria' are explicitly stated in the Refund Policy section, while the Placing, Changing, or Cancelling Orders section focuses on the conditions under which orders can be changed or canceled.

what I mean is, should we put under the refund policy, anything in the above cancellation terms that mentions refunds?

ChatGPT

Understood. Here's a revised approach that consolidates all refund-related information into the Refund Policy section while keeping the Placing, Changing, or Cancelling Orders section focused on the conditions under which orders can be changed or canceled.

Placing, Changing, or Cancelling Orders for Goods

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

Goods availability

Safety

Errors in the description or prices for Goods

Errors in Your Order

Suspected fraud or unauthorized or illegal transactions

Weather Policy:

Our operations continue in all weather conditions, including rain or cloudy skies. The determination of unsafe sea conditions is exclusively at the Captain's discretion.

Cancellation or Changes Due to Unsafe Sea Conditions:

Before the Charter: If the Captain determines sea conditions unsafe before the charter begins, we will reschedule your charter to a mutually suitable date.

During the Charter: If the charter is underway and the Captain determines that sea conditions are unsafe, requiring changes to Your itinerary that may not meet Your Order's criteria, you will be taken to the nearest shore and are responsible for paying for Your own transportation back to the original pick-up/drop-off point or any other location.



#### Cancellation Due to Unsafe Conduct:

The Captain reserves the right to cancel Your charter at any time if Your charter is underway and anyone in Your group is behaving in a way that impacts the safety of other passengers or crew onboard. The Captain may remove any or all passengers under such circumstances. Removed passengers will be taken to shore and will be expected to pay for their own transportation back to the original pick-up/drop-off point or any other location.

#### Refund Policy

##### Refund Criteria:

Orders cancelled by Us will be refunded minus service fees.

If the Captain determines sea conditions unsafe before the charter begins, we will reschedule your charter to a mutually suitable date or provide a 100% refund minus service fees.

If the charter is underway and the Captain determines that sea conditions are unsafe, no refund will be provided.

More than 14 days before Your charter: 100% refund.

7 to 14 days before Your charter: 75% refund.

3 to 7 days before Your charter: 50% refund.

Less than 3 days before Your charter: No refund.

The same refund terms apply for the cancellation of individual guest tickets as part of your Order.

For any cancellations made, either by You or the Company, no service fees will be refunded.

No refund will be provided if the charter is cancelled due to unsafe conduct by any member of Your group.

This structure ensures all refund-related information is centralized in the Refund Policy section, making it clear and easy to find, while the Placing, Changing, or Cancelling Orders section outlines the conditions and procedures for cancellations and changes.

no. I think the only blurb that should be added to the refund policy is the point about if the captain determines sea conditions are unsafe for travel, your charter will be cancelled and you

will have the option of receiving a 100 percent refund, or changing your charter to a different date that is mutually beneficial.

ChatGPT

Got it. Here is the revised structure with the specific refund-related information moved to the Refund Policy section:

Placing, Changing, or Cancelling Orders for Goods

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

Goods availability

Safety

Errors in the description or prices for Goods

Errors in Your Order

Suspected fraud or unauthorized or illegal transactions

Weather Policy:

Our operations continue in all weather conditions, including rain or cloudy skies. The determination of unsafe sea conditions is exclusively at the Captain's discretion.

Cancellation or Changes Due to Unsafe Sea Conditions:

**Before the Charter:** If the Captain determines sea conditions unsafe before the charter begins, we will reschedule your charter to a mutually suitable date or provide a refund according to our Refund Policy.

**During the Charter:** If the charter is underway and the Captain determines that sea conditions are unsafe, requiring changes to Your itinerary that may not meet Your Order's criteria, you will be taken to the nearest shore and are responsible for paying for Your own transportation back to the original pick-up/drop-off point or any other location.

## Cancellation Due to Unsafe Conduct:

The Captain reserves the right to cancel Your charter at any time if Your charter is underway and anyone in Your group is behaving in a way that impacts the safety of other passengers or crew onboard. The Captain may remove any or all passengers under such circumstances. Removed passengers will be taken to shore and will be expected to pay for their own transportation back to the original pick-up/drop-off point or any other location.

## Refund Policy

### Refund Criteria:

More than 14 days before Your charter: 100% refund.

7 to 14 days before Your charter: 75% refund.

3 to 7 days before Your charter: 50% refund.

Less than 3 days before Your charter: No refund.

The same refund terms apply for the cancellation of individual guest tickets as part of your Order.

For any cancellations made, either by You or the Company, no service fees will be refunded.

If the Captain determines sea conditions unsafe before the charter begins, you will have the option of receiving a 100% refund minus service fees, or rescheduling your charter to a mutually suitable date.

No refund will be provided if the charter is cancelled due to unsafe conduct by any member of Your group.

This structure keeps the information organized and clear, with refund-related details centralized in the Refund Policy section.

create a point about Order Changes aligning with the refund policy terms i.e. more than 14 days before Your charter: Any changes to date, number or guests, or package type. 7-14 days: only adding additional guests is allowed, and change to package type if available. 3-7 days same as 7-14 days. less than 3 days: same

ChatGPT

Certainly! Here's the revised structure including the Order Changes section aligned with the refund policy terms:

Placing, Changing, or Cancelling Orders for Goods

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

Goods availability

Safety

Errors in the description or prices for Goods

Errors in Your Order

Suspected fraud or unauthorized or illegal transactions

Order Changes

More than 14 days before Your charter: You can make changes to the date, number of guests, or package type.

7 to 14 days before Your charter: Only adding additional guests is allowed, and changes to package type if available.

3 to 7 days before Your charter: Only adding additional guests is allowed, and changes to package type if available.

Less than 3 days before Your charter: Only adding additional guests is allowed, and changes to package type if available.

Weather Policy:

Our operations continue in all weather conditions, including rain or cloudy skies. The determination of unsafe sea conditions is exclusively at the Captain's discretion.

Cancellation or Changes Due to Unsafe Sea Conditions:

Before the Charter: If the Captain determines sea conditions unsafe before the charter begins, we will reschedule your charter to a mutually suitable date or provide a refund according to our Refund Policy.

During the Charter: If the charter is underway and the Captain determines that sea conditions are unsafe, requiring changes to Your itinerary that may not meet Your Order's criteria, you will be taken to the nearest shore and are responsible for paying for Your own transportation back to the original pick-up/drop-off point or any other location.

Cancellation Due to Unsafe Conduct:

The Captain reserves the right to cancel Your charter at any time if Your charter is underway and anyone in Your group is behaving in a way that impacts the safety of other passengers or crew onboard. The Captain may remove any or all passengers under such circumstances. Removed passengers will be taken to shore and will be expected to pay for their own transportation back to the original pick-up/drop-off point or any other location.

Refund Policy

Refund Criteria:

More than 14 days before Your charter: 100% refund.

7 to 14 days before Your charter: 75% refund.

3 to 7 days before Your charter: 50% refund.

Less than 3 days before Your charter: No refund.

The same refund terms apply for the cancellation of individual guest tickets as part of your Order.

For any cancellations made, either by You or the Company, no service fees will be refunded.

If the Captain determines sea conditions unsafe before the charter begins, you will have the option of receiving a 100% refund minus service fees, or rescheduling your charter to a mutually suitable date.

No refund will be provided if the charter is cancelled due to unsafe conduct by any member of Your group.

This structure ensures that the Order Changes section is clearly aligned with the refund policy terms, making it clear what changes are allowed at different time intervals before the charter.

only give me the section we just made. too much info

ChatGPT

Certainly! Here is the concise section for Order Changes aligned with the refund policy terms:

### Order Changes

More than 14 days before Your charter: You can make changes to the date, number of guests, or package type.

7 to 14 days before Your charter: Only adding additional guests is allowed, and changes to package type if available.

3 to 7 days before Your charter: Only adding additional guests is allowed, and changes to package type if available.

Less than 3 days before Your charter: Only adding additional guests is allowed, and changes to package type if available.

make this read more concisely and to the point. in the first point about date change, only if date is available

ChatGPT

### Order Changes

More than 14 days before Your charter: You can change the date (if available), number of guests, or package type.

7 to 14 days before Your charter: You can add additional guests or change the package type (if available).

3 to 7 days before Your charter: You can add additional guests or change the package type (if available).

Less than 3 days before Your charter: You can add additional guests or change the package type (if available).

since the last three points are the same, shouldn't we amalgamate?

ChatGPT

Order Changes

More than 14 days before Your charter: You can change the date (if available), number of guests, or package type.

Within 14 days before Your charter: You can add additional guests or change the package type (if available).

in the first point, move the change date if available piece to the end of the sentence

ChatGPT

Order Changes

More than 14 days before Your charter: You can change the number of guests, package type, or the date (if available).

Within 14 days before Your charter: You can add additional guests or change the package type (if available).

in the first point, we should say You can add or remove addition

ChatGPT

Order Changes

More than 14 days before Your charter: You can add or remove guests, change the package type, or change the date (if available).

Within 14 days before Your charter: You can add additional guests or change the package type (if available).

add this blurb to the opener: Once Your Order has been placed, you can make the following changes:

ChatGPT

Order Changes

Once Your Order has been placed, you can make the following changes:

More than 14 days before Your charter: You can add or remove guests, change the package type, or change the date (if available).

Within 14 days before Your charter: You can add additional guests or change the package type (if available).

Create a section about incidentals. just give me this section and tell me where it should be placed in the terms, I'm thinking closest to liability. I want this section to say that You, the customer, is responsible for paying for any damages made to the vessel, its contents if made as a result of their conduct.

ChatGPT

Incidentals

You, the customer, are responsible for paying for any damages made to the vessel or its contents as a result of your conduct.

Placement in Terms: This section should be placed closest to the "Limitation of Liability" section in your terms and conditions to ensure all liability-related information is grouped together for clarity.

it seems light. anything to suggest beefing it up?

ChatGPT

Incidentals

You, the customer, are responsible for any damages or losses incurred to the vessel, its equipment, or contents resulting from your conduct or that of any member of your party. This includes, but is not limited to, physical damage, breakage, or loss of items. You agree to cover all repair or replacement costs associated with such damages or losses. Payment for any incidentals will be required prior to disembarkation.

Placement in Terms: This section should be placed closest to the "Limitation of Liability" section in your terms and conditions to ensure all liability-related information is grouped together for clarity.

let's amend the payment timeline. shouldn't we provide them with the cost and timeline for payment?

ChatGPT



## Incidentals

You, the customer, are responsible for any damages or losses incurred to the vessel, its equipment, or contents resulting from your conduct or that of any member of your party. This includes, but is not limited to, physical damage, breakage, or loss of items. You agree to cover all repair or replacement costs associated with such damages or losses. We will provide you with an itemized bill for any incidentals within 7 days of the end of your charter. Payment for these costs is required within 30 days of receiving the bill.

Placement in Terms: This section should be placed closest to the "Limitation of Liability" section in your terms and conditions to ensure all liability-related information is grouped together for clarity.

INSTEAD OF MENTIONING SPECIFIC TIMELINE, LET'S KEEP IT VAGUE AND SAY 'REASONABLE TIMELINE' DETERMINED BY THE cOMPANY

ChatGPT

## Incidentals

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You, the customer, are responsible for any damages or losses incurred to the vessel, its equipment, or contents resulting from your conduct or that of any member of your party. This includes, but is not limited to, physical damage, breakage, or loss of items. You agree to cover all repair or replacement costs associated with such damages or losses. We will provide you with an itemized bill for any incidentals within a reasonable timeline determined by the Company. Payment for these costs is required within a reasonable timeline as specified by the Company.

## Health and Safety Policy

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We are committed to the health and safety of Our Participants, Crew, and Vessels. This Safety Policy describes the safety practices We have in place, and the shared responsibility of both Our Crew and You as a Participant to ensure the safe and efficient operation of Our Vessels, as well as the prevention of pollution when on board.

### **Certifications and Training**

We comply with the regulations set out in the Small Commercial Vessels (SCV) Code, 2021. The SCV Code prescribes operating standards for safety, seafarer certification, and Well-being and

protection of the marine environment for small commercial Vessels operating in the Caribbean Trading Area (CTA). Our Vessels are inspected for maritime safety compliance and operate with a valid SCV Safety Certificate available for Participant review.

Our Captains and Crew are trained and certified in accordance with the Global Standard for Maritime Training and the Standards of Training, Certification, and Watchkeeping for Seafarers (STCW).

The Captain is responsible for using all reasonable means to make sure the Vessel is seaworthy before and during each voyage, protecting the Vessel and the Participants and Crew on board from hazards, and operating within legal limits. The Crew are responsible for carrying out their duties in a safe manner, and letting the Captain know if they become aware of any hazard or anything else that might affect safe operations of the Vessel.

### **Life Jackets and Flotation Devices**

Our Vessels are equipped with the number of Safety of Life at Sea (SOLAS) approved adult sized life jackets equivalent to the maximum number of people permitted to be carried on board. Vessels are also equipped with the number of child size and infant size SOLAS life jackets equal to at least 10% and 2.5% respectively, of the total number of people carried on board or such greater number as may be required to provide a life jacket for each child and infant. We also carry a number of Personal Flotation Devices (PFDs) as additional equipment.

Participants are required to Wear a SOLAS life jacket when instructed by the Captain. We encourage the use of PFDs when underway, swimming, and using motorized and non-motorized water toys or equipment. If adult Participants decide not to wear a PFD, it is done so at their own risk. Parents and, or lawful guardians are responsible for discerning the use of PFDs by their children and infants.

### **Food and Alcohol Safety**

We ensure that food and beverages are handled and prepared in accordance with food safety regulations, and that Our Crew are trained and certified in food handling safety.

Participants are recommended to advise of any known food allergies at the time of booking, so that accommodations can be made.

The legal age to consume alcohol in Sint Maarten is 18. We take measures to ensure responsible alcohol beverage service onboard Our Vessels and reserve the right to refuse service to Participants whose overconsumption of alcohol is deemed to be hazardous to the safe operation of the Vessel, and to other Participants or Crew.

## **"AS IS" and "AS AVAILABLE" Disclaimer**

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The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

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The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Disputes Resolution

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If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## For European Union (EU) Users

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If You are a European Union consumer, You will benefit from any mandatory provisions of the law of the country in which You are resident in.

## Severability and Waiver

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### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

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These Terms and Conditions may have been translated if We have made them available to You on Our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

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We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions 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.

## Contact Us

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If You have any questions about these Terms and Conditions, You can contact us:

- By email: [ahoy@sailrenegades.com](mailto:ahoy@sailrenegades.com)
- By visiting this page on Our Website: <http://www.sailrenegades.com/contact-us>

