

## **DISCLAIMER**

**About us:** Ivacay is a one stop all-inclusive company that offers discounted vacation packages and various customized services for our client's adventures and entertainment. We offer local entertainment, excursions and tour guides. We are an online marketplace platform that connects you with various tour and activity providers and guides. The tours, activities and adventures are offered by a variety of third-party Service Providers. We act as an intermediary between you and the Service Providers. (“**Service(s)**”)

**Acceptance:** In case you are a Buyer, your relationship with us shall be governed by this **Disclaimer**, and our **User Agreement, Cancellation & Refund Policy, Community Guidelines, Cookie Policy** and **Privacy Policy** statement displayed on the Site. And in case you are a Service Provider, your relationship with the us shall be governed by this **Disclaimer**, our **Service Provider Terms, Community Guidelines, Cookie Policy** and **Privacy Policy** statement displayed on the Site. By accessing and/or using our platform, you accept and agree with this **Disclaimer**, and all our terms and conditions as applicable to you.

### **Disclaimer:**

- a) While using our platform and our services, you may encounter content or information (*including various activities, tours, packages, guide services and other content*) that are posted by Service Providers or feedback posted by the Buyers. Therefore, there is a likelihood that such information or content could be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Ivacay generally does not review content posted by the Buyers or the Service Providers. We cannot always prevent this misuse of our Services. Therefore, you agree that we are only an intermediary platform, and are not liable or responsible for such content or information. You must act cautiously while dealing with any Service Provider, or booking or availing their services.
- b) Users must read all the details, description, safety instructions and eligibility criteria mentioned in the respective tour and/or activity you are looking to book. If you do not meet the eligibility criterion, or don't follow the rules or safety instructions, you might not be allowed to participate in the tour or activity. All tours, activities, and services are subject to prevailing guidelines of the appropriate governmental authority.

You must follow all the applicable laws and rules, including covid and vaccination related guidelines and directions. Please read all travel and State guidelines as well before booking any service.

- c) Ivacay is merely a facilitator and is not and cannot be a party to or control in any manner any offers or deals or transactions of sale or purchase, between the Service Providers and you. When a service is availed through the deal available on the Platform, the same will be governed by the bipartite contractual arrangement entered into directly between the buyer and the Service Provider. Buyer agrees that Ivacay cannot and does not confirm each Service Provider's purported identity. Ivacay encourages buyers to exercise discretion and caution while dealing with any Service Provider.
- d) For any deal, Ivacay does not represent either the Service Provider or the buyer in specific transactions. Ivacay does not control and is not liable to or responsible for the quality, safety, suitability of services, products, lawfulness or availability of the services offered for sale through the deals, or the ability of the Service Provider to complete a sale or the ability of Buyers to complete a purchase. Ivacay does not implicitly or explicitly support or endorse the sale or purchase of any service on the Platform. At no time shall any right, title or interest in the service vest with Ivacay nor shall Ivacay have any obligations or liabilities in respect of any transactions on the Platform.
- e) User acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions (hereinafter referred to as "**Transaction Risk**") in connection with using the Platform, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to services that are the subject of transactions using the Platform. User acknowledges and undertakes that it is transacting on the Platform at its own risk and is using its best and prudent judgment before entering into any transactions through the Platform. Ivacay shall neither be liable nor responsible for any actions or inactions of the user, nor any breach of conditions, representations or warranties of the services and hereby expressly disclaims any and all responsibility and liability in that regard. Ivacay shall not mediate or resolve any dispute or disagreement between buyer and the Service Provider.
- f) The Site and Services are provided on an "**as-is**" basis, and Ivacay (and our licensors and affiliates) expressly disclaims any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or

non-infringement of the same. We make no warranty that our Site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

- g) You hereby waive your right to sue us for any services provided or promised to be provided by the Service Providers, or for any other actions, inactions or breach by either the Service Provider or the Buyer, as the case may be.

**Contact Us:** For any query or assistance, please write to us at [combinedsun@icloud.com](mailto:combinedsun@icloud.com).