

General Terms and Conditions

The paragraphs on this page shall be considered an integral part of all agreements entered with EFOIL.FUN (abbreviated as "EFF" in the following text). By purchasing any nautical rental services from EFF, you accept to be bound by this liability waiver agreement as a customer.

Article I. Definitions

- 1.1 In these General Terms and Conditions the following terms shall have the meanings hereunder assigned to them unless expressly stated otherwise or unless the context otherwise requires:
- a) Efoil.fun: the user of these General Terms and Conditions: EFOIL.FUN registered in Italy with Codice Fiscale LTTMKS71H19Z133F / P.IVA 03953980137
 - b) Customer: the person who books an activity through the website;
 - c) Booking: the booking of an activity with a service provider made through the website by customer;
 - d) Activity: the activity booked by customer through the website, such as but certainly not limited to renting an efoil board of any type and any related accessories or renting a different means of transport, whether or not powered by a motor and/or electric unit or otherwise, participating in a (boat/board) tour and access to a (tourist) attraction;
 - e) Participant: the person that participates in the activity;
 - f) Service provider: the (efoil board) rental company, the company that organizes (board/boat) tours, the owner of a (tourist) attraction and any other company that provides a (tourist) service to customer;
 - g) Website: the Website www.EFOIL.FUN that is operated by EFOIL.FUN and through which customer may book activities with service providers.

Article II. General

- 2.1 These General Terms and Conditions apply to all Bookings made through the Website by Customer.
- 2.2 Any deviations of these General Terms and Conditions will apply only if they have been expressly agreed in writing or by email.
- 2.3 In case one or more provisions of these General Terms and Conditions should be invalid or declared ineffective, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. The invalid or ineffective provisions will be replaced by efoil.fun, taking into account the purpose and purport of the original provision(s) to the extent as possible.
- 2.4 EFOIL.FUN has the right to modify these General Terms and Conditions. The applicable version will be that version of the General Terms and Conditions that applied at the time of conclusion of the Booking.

Article III. Offer

- 3.1 All offers indicated on the Website are free of engagement.
- 3.2 The prices of the Activities are indicated clearly on the Website.
- 3.3 Apparent typographical errors and printing errors are not binding on EFOIL.FUN or Service Provider.
- 3.4 All prices indicated on the Website are expressed incl. of VAT (Italian VAT).

Article IV. The Booking

- 4.1 The Booking is concluded after Customer has successfully completed the Booking process through the Website. After Customer has booked an Activity, EFOIL.FUN will immediately send Customer a confirmation of the Booking by email on behalf of the Service Provider. In case Customer has not received a confirmation, Customer is required to contact EFOIL.FUN.
- 4.2 The Booking cannot be concluded until after Customer has clicked the button indicating that Customer accepts these General Terms and Conditions.
- 4.3 Customer is obliged to fully and truthfully provide all information that is requested during conclusion of the Booking.

Article V. Payment

- 5.1 The ways in which Customer can pay for the Booking are indicated on the Website.
- 5.2 Suitable security precautions have been taken to ensure that the online payment if available is processed safely.
- 5.3 If Customer merely pays a down payment to EFOIL.FUN, Customer is obliged to pay the remaining costs of the Activity to Service Provider at the location of Service Provider.
- 5.4 Customer will be charged a booking fee if applicable by EFOIL.FUN.

Article VI. Right of withdrawal and cancellation

- 6.1 On the basis of the legal exception Customer cannot refer to a right of withdrawal. That means that the Booking cannot be cancelled free of charge. In case one does not participate in the Activity the price of the Activity shall not be refunded to Customer.
- 6.2 A Service Provider may deviate from the provisions of article 6.1. In case Service Provider applies different cancellation conditions than those contained in article 6.1, Customer will be clearly informed of said cancellation conditions prior to conclusion of the Booking. Any down payments made to EFOIL.FUN by Customer will not be refunded to Customer in case of cancellation by Customer.

Article VII. Activity

- 7.1 Access to the company of Service Provider and participation in the Activity takes place at one's own risk entirely.
- 7.2 Participant is obliged to comply with any rules and/or (safety) instructions of Service Provider.
- 7.3 During the de Activity Participant is obliged to be in possession of a valid identity document.
- 7.4 Customer is responsible for the fact that the Participant that Customer signed up for the Activity complies with the provisions of these General Terms and Conditions.
- 7.5 In case an Activity is cancelled by Service Provider, for instance due to weather conditions, or does not take place for any other reasons, the price paid for the Activity that has not taken place shall be refunded to Customer, unless the Activity has not taken place due to any acts and/or omissions on the part of Participant. Customer will be informed as soon as possible in case an Activity does not take place. EFOIL.FUN can never be made liable for any damage caused to Customer, including any loss of enjoyment of the trip and any holidays taken that cannot be spent in the way as desired by Customer because an Activity does not take place.

Article VIII. Position of EFOIL.FUN

- 8.1 EFOIL.FUN will book services with Service Providers for and in the name of Customer and any Participant(s) specified by Customer. Said services are not provided by EFOIL.FUN but by the Service Provider concerned. EFOIL.FUN merely acts as an intermediary. Booking of an Activity by Customer or participation in an Activity by Participant results in a binding contract relationship with Service Provider. Service Provider may declare that the general terms and conditions of Service Provider apply to said contractual relationship.
- 8.2 EFOIL.FUN is in no way liable towards Customer for the verification or for conducting any checks for the quality and solvability of Service Provider or the quality of the Activity. The information indicated on the Website cannot be considered an endorsement or approval of the quality and/or service level of a Service Provider by efoil.fun. The use of information indicated on the website is entirely at the risk of Customer.
- 8.3 EFOIL.FUN is not responsible in any way towards Customer for any acts and/or omissions, statements, information provided and such of Service Providers. This also includes a tour conducted by Service Provider in a language that differs from the language booked by Customer, as well as unavailability (or insufficient availability) of goods rented by Customer at Service Provider's. In case the Service Provider fails to provide or incorrectly provides the services or in case of a tort on the part of the Service Provider towards Participant, Participant is required to make Service Provider liable for that, not efoil.fun.

Article IX. Intellectual property

- 9.1 The texts, photos, images, (data)files, trade names and domain names, trademarks and logos on the Website are protected by intellectual property rights and are vested in efoil.fun, its licensor or Service provider. Storage of the information of the Website (not including the information required to visit the Website), reproduction, modification, publication, distribution, transmission, selling, any other type of transfer of said information or granting any rights in respect of said information to any third parties without the prior written consent of EFOIL.FUN is strictly prohibited.
- 9.2 Customer shall not commit any acts that infringe the intellectual property rights of efoil.fun, its licensor or the Service Provider.

Article X. Complaints

- 10.1 Customer is required to notify EFOIL.FUN of a complaint about the services of EFOIL.FUN as soon as possible. If the complaint refers to services and/or the performance of a Service Provider, Customer is required to notify the Service Provider concerned of said complaint, so as to enable Service Provider to look into and resolve the complaint. If the complaint is not properly resolved by Service Provider, Customer may notify EFOIL.FUN of said complaints, stating his reasons. Complaints about Service Providers will not be looked into by EFOIL.FUN if the complaint has not been initially reported to Service Provider.
- 10.2 In case EFOIL.FUN looks into a complaint about a Service Provider, EFOIL.FUN will merely act as an intermediary. EFOIL.FUN is not responsible for acts and/or omissions of a Service Provider or for the way in which Service Provider handles the complaint.
- 10.3 EFOIL.FUN will respond no later than 2 weeks of receipt of a complaint. If the complaint requires a longer time for handling, a confirmation of receipt will be sent containing an indication as to when a response to the content matter of the complaint will be given.
- 10.4 In case of a failure in the performance of its obligations towards Customer that is attributable to Service Provider, EFOIL.FUN will refund to Customer no more than the costs of the Booking paid by Customer to EFOIL.FUN to which the Activity concerned of Service Provider applies.

Article XI. Customer service

- 11.1 Customer service of EFOIL.FUN may be reached in the following ways:
 - a. by email, address: info@efoil.fun
 - b. by telephone, number: +41 79 309 12 02

Article XII. Limitation and prescription

- 12.1 The information and services indicated on the Website may contain technical errors and/or typographical errors. EFOIL.FUN is not liable for such errors and/or mistakes.
- 12.2 The performance of the Website may be interrupted by for instance a malfunction or for maintenance. EFOIL.FUN is not liable for damage in case of temporary unavailability of the Website.
- 12.3 EFOIL.FUN can never guarantee that the information on the Website is correct. EFOIL.FUN will make every effort to ensure the consistence and accuracy of said information. However external influences by for instance hackers are always possible and may lead to distortion of information. EFOIL.FUN is not liable for said distorted information.
- 12.4 EFOIL.FUN is not liable for inconsistencies in photographic material or images of an Activity, descriptions of Activities and other descriptions indicated on the Website that have been made available by Service Provider.
- 12.5 EFOIL.FUN cannot be required to compensate any damage that is a direct or indirect consequence of:
 - a) An event that is beyond the actual control of EFOIL.FUN and therefore cannot be attributed to any actions and/or omissions on its part such as described in e.g. article 13 of these General Terms and Conditions;
 - b) any acts or omissions of Customer or Participant;
 - c) a (terrorist) attack.
- 12.6 EFOIL.FUN is not liable for any damage however caused as a result of EFOIL.FUN acting upon incorrect and/or incomplete information provided by Customer.
- 12.7 EFOIL.FUN is not liable for damage caused to Participant due to arrest by the police and/or other authorities during the Activity on account of non-observance or alleged non-observance of legal requirements on the part of Participant. All consequences of this are for the account of Participant.

- 12.8 EFOIL.FUN cannot be made liable for:
- theft and loss of or damage caused to property of Participant during the Activity;
 - disease;
 - (fatal) (traffic) accidents.
- 12.9 EFOIL.FUN does not accept any liability for mental or physical damage or any other type of damage caused to Participant in connection with the Activity. EFOIL.FUN assumes that Participant has adequate insurance cover at the time at which Participant takes part in the Activity, such as but not limited to a health care insurance and travel insurance.
- 12.10 EFOIL.FUN does not accept any liability towards Customer for indirect or consequential damage including (but not limited to) loss of data, loss of travel enjoyment, holidays taken, reputational damage, loss of income, loss of savings and any fines imposed.
- 12.11 In case EFOIL.FUN should be liable for any damage the liability of EFOIL.FUN shall be limited to the amount paid by the insurer of efoil.fun. If the insurer should not make any payment in any case or if the damage is not covered by the insurance the liability of EFOIL.FUN shall be limited to the amount paid for the Activity by Customer, i.e. to that part of the Activity to which the liability applies.
- 12.12 Customer is obliged to instigate any legal claims within 1 year. In case of non-observance of that term by Customer the legal claim will become prescribed.

Article XIII. Force Majeure

- 13.1 EFOIL.FUN is not obliged to fulfil any obligations towards Customer or to pay any damages in case of Force Majeure. Force Majeure will include but is not limited to: a non-attributable default on the part of third parties engaged or Service Provider, bankruptcy of Service Provider, fire, theft, power interruptions, disruption of email traffic, interruption of the internet, virus infection or computer intrusions by third parties as well as any other situations beyond the decisive control of efoil.fun.

Article XIV. Privacy

- 14.1 EFOIL.FUN processes personal data in accordance with its privacy statement that is available on the Website.
- 14.2 In case EFOIL.FUN is required to disclose confidential information to a third party specified by law or a competent court of law based on a legal regulation or a judgment by a court of law, and EFOIL.FUN cannot invoke a legal privilege that is acknowledged or granted by law or a competent court of law, EFOIL.FUN is not liable for damages or any compensation.

Article XV. Applicable law and competent court of law

- 15.1 Italian law applies to the Booking and Swiss law applies to the use of the Website.
- 15.2 Any disputes in connection with Agreements between Customer and EFOIL.FUN shall be submitted to the competent court in the district in which EFOIL.FUN is registered. If EFOIL.FUN invokes this provision Customer has the possibility within one month to opt for the court of law that is competent based on the law.

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With kind regards.
Your EFOIL.FUN team