

# MALDIVES TOUR GUIDE TERMS OF SERVICE

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## 1. Introduction

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3. These Terms of Use govern your relationship with us in respect of your use of the Services, including any bookings that you make of any tour, ticket, attraction, activity and/or experience (described in these Terms of Use as an "**Experience**") that is advertised on the Website and is made available by a third party supplier (each, a "**Product**").
4. By using or accessing the Services, by booking a Product ("**Book**", "**Booking**"), and/or creating an account on the Website (a "**Maldives Tour Guide Account**"), you agree to be bound by these Terms of Use without modification, and you represent that you have read and understood them. In all Booking arrangements, the person making the Booking shall be deemed to have accepted these Terms of Use on behalf of all the persons named in the Booking.
5. We may update or otherwise modify these Terms of Use at any time, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated Terms of Use. We will note the date that updates were last made to the Terms of Use at the top of this page, and the updated Terms of Use will take effect upon posting. It is your responsibility to return to this page periodically to review the most current version of the Terms of Use.
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1. As a condition of your use of the Services, you represent and warrant that (i) all information supplied by you in the course of your use of the Services is true, accurate, current and complete, and (ii) you are 13 years of age or older in order to use the Website. Maldives Tour Guide does not knowingly collect the information of anyone under the age of 13.
2. Your use of the Services is permitted by Maldives Tour Guide only for personal, non-commercial use and/or to make legitimate requests to make a Booking of the Products offered. You agree not to use this Services to make any speculative, false or fraudulent requests or Bookings.
3. You further represent and warrant that you (a) are not currently suspended and have not previously been banned by Maldives Tour Guide from using the Services; (b) are not acting on behalf of a competitor of Maldives Tour Guide; (c) will not create more than one Maldives Tour Guide Account; and (d) have full power and authority to enter into this legally binding agreement and in doing so will not violate any other agreement to which you are a party.
4. We retain the right at our sole discretion to deny access to the Services to anyone at any time and for any reason, including, but not limited to, for violation of these Terms of Use.
5. In accessing or using the Website, you may be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate. Maldives Tour Guide does not endorse such content, and cannot vouch for its accuracy. You therefore access and use the Website at your own risk.

## 3. Maldives Tour Guide Accounts

1. You may need to create a Maldives Tour Guide Account and provide information about yourself in order to use some of the features on the Website and other Services, including when you make a Booking. You are responsible for maintaining the confidentiality of your Maldives Tour Guide Account password and log-in credentials ("**Maldives Tour Guide Account Credentials**"). You are also solely responsible for all activities (including Bookings) that occur in connection with your Maldives Tour Guide Account. You agree to notify us immediately of any unauthorized use of your Maldives Tour Guide Account.
2. Your Maldives Tour Guide Account is for your personal use only. You may not impersonate someone else (e.g., adopt the identity of a celebrity), create a Maldives Tour Guide Account for any person other than yourself, provide an e-mail address or other personal details other than your own, or create multiple Maldives Tour Guide Accounts.
3. We may terminate or suspend access to your Maldives Tour Guide Account or your ability to use the Services, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your Maldives Tour Guide Account or ability to use the Services if you misuse the Website. Any such termination or suspension could prevent you from accessing your Maldives Tour Guide Account, the Website, User Content (as defined in Section 6.1), Website Content (as defined in Section 4.1), and/or any other related information.
4. You may terminate your Maldives Tour Guide Account at any time by contacting us to request that we close your Maldives Tour Guide Account, and by discontinuing your use of any and all parts of the Services. If you close your Maldives Tour Guide Account, we may continue to display your previously published User Content and are under no obligation to remove any of your User Content.
5. AS A USER OF THE SERVICES, YOU UNDERSTAND AND AGREE THAT: (1) NEITHER MALDIVES TOUR GUIDE NOR ITS AFFILIATES WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED BOOKINGS MADE USING YOUR MALDIVES TOUR GUIDE ACCOUNT AND/OR MALDIVES TOUR GUIDE ACCOUNT CREDENTIALS;

AND (2) THE UNAUTHORIZED USE OF YOUR MALDIVES TOUR GUIDE ACCOUNT AND/OR MALDIVES TOUR GUIDE ACCOUNT CREDENTIALS COULD CAUSE YOU TO INCUR LIABILITY TO BOTH MALDIVES TOUR GUIDE AND OTHER USERS.

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1. The content and information on the Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software (including Software, as defined in Section 8.2), code or other material, and collectively described herein as the "**Website Content**"), as well as the infrastructure used to provide such Website Content, is proprietary to us. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any Website Content, or any products or services obtained from or through the Website. Any other use of the Website Content, products and/or services requires the prior written permission of Maldives Tour Guide.
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  - b. access, monitor or copy any Website Content using any robot; spider, scraper or other automated means or any manual process to access, scrape, index, retrieve or otherwise use the Website or any Website Content for any purpose without our express written permission;
  - c. violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
  - d. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure or makes excessive traffic demands on the Website;
  - e. deep-link to any portion of the Website for any purpose without our express written permission;
  - f. "frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorization;
  - g. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any Software;
  - h. use the Website to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another user's use of the Website;
  - i. use the Website to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
  - j. use the Website in a manner that may create a conflict of interest, such as trading reviews with other business owners or writing or soliciting reviews;
  - k. use the Website to promote bigotry or discrimination against protected classes;
  - l. use the Website to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
  - m. use the Website to submit or transmit pornography or illegal content;

- n. use the Website to solicit personal information from minors, or to harm or threaten to cause harm to, any person including minors;
- o. attempt to gain unauthorized access to the Website, user accounts, computer systems or networks connected to the Website through hacking, password mining or any other means;
- p. use the Website to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- q. use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;
- r. use the Website to violate the security of any computer network, crack passwords or security encryption codes;
- s. disrupt or interfere with the security of, or otherwise cause harm to, the Website; or
- t. remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of Website Content, or features that enforce limitations on the use of the Website.

## **5. Electronic Communications**

1. When you use the Maldives Tour Guide Website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically and agree that we may communicate with you in a variety of ways, such as by e-mail, in-app push notices, or by posting notices and messages on the Website. You may unsubscribe from marketing-related e-mails by emailing [unsubscribe@maldivestour.guide](mailto:unsubscribe@maldivestour.guide), however we may continue to send you non-marketing messages, such as messages related to any upcoming Bookings.

## **6. Content**

1. You and other users of the Website may contribute to the Website in a number of different ways, including submitting emails, writing reviews, making postings, uploading and posting photos or videos, making comments or suggestions, submitting ideas, filling out public profiles, rating other users' contributions and making other similar contributions or submissions to the Website and/or otherwise to Maldives Tour Guide (collectively, "**User Content**"). We may use User Content in a number of different ways, including but not limited to displaying it on the Website, reformatting it, translating it into other languages, editing it for clarity and grammar, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites, mobile properties, applications, and media platforms.
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2. We do not control Third Party Sites and are not responsible for their contents, or the privacy or other practices of those that own and operate them.
3. It is your responsibility to ensure that whatever hyperlinks you select and/or software you download (whether from the Website or Third Party Sites, and including Software, as defined in Section 8.2) are free of Viruses.
4. In some cases you may be asked on a Third Party Site if you wish to link your profile on Maldives Tour Guide to a profile on such Third Party Site. Choosing to do so is optional. If you decide to link your profiles and you later wish to disable such link, you should contact the Third Party Site.

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## **9. Products and Booking Reservations**

1. Maldives Tour Guide provides the Platform through which you can enter into a contract with a third party supplier of a Product ("**Supplier**"). Maldives Tour Guide is not the supplier for all of the Products, and your contract for supply of any Product you Book will be directly between you and the applicable Supplier. In respect of each Booking, Maldives Tour Guide acts as an agent for the Supplier, meaning that a Product listing represents an invitation to you to make an offer to a Supplier, and that we are free to accept or reject such offer on behalf of that Supplier. These Terms of Use govern your use of the Services, which includes your use of the Platform through which you may make such an offer to a Supplier. However, the provision of the Product you Book will be subject to the terms and conditions displayed on the Website in respect of such Product, any information made available to you during the Booking process, and the terms and conditions of the Supplier with whom you have a legal contract for the supply of the Product.
2. If you make a Booking, you agree to review and be bound by the applicable Supplier's terms and conditions and any other rules or policies related to the Product (the "**Supplier Terms**"). Notwithstanding the foregoing, to the extent that the Supplier Terms conflict with these Terms of Use in respect of your legal relationship with Maldives Tour Guide, these Terms of Use shall prevail. Your interactions with Suppliers are at your own risk. Maldives Tour Guide will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any Supplier or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with any Supplier.
3. By making a Booking, you warrant that you are at least 18 years of age, that you possess the legal authority to enter into both this binding agreement and a binding agreement with the Supplier, to use the Services, to purchase the Product, and that all information you supply is true and accurate. You further agree that you will use the Platform to make only legitimate Bookings for you and/or others for whom you are legally authorized to act.

## **10. Pricing**

1. The price of each Product will be quoted on US dollars.
2. Prices are based on the local tariff at the time of quoting, converted at the prevailing foreign-exchange rate as determined by Maldives Tour Guide. See Section 12 for more information about currency conversions.
3. Price quotations are subject to change without notice, until a Booking has been made.
4. Unless the Supplier has otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax.

5. Inclusions are determined by the Supplier. Prices do not include tips/gratuities; passport and visa fees; baggage and personal insurance; any items of a personal nature; taxes or duties; and any beverages or food that the Supplier has not specifically stated are included.

### **11. Currency Conversions**

1. If Maldives Tour Guide provides a currency converter, currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified, and actual rates may vary. Currency quotes may not be updated on a daily basis, and Maldives Tour Guide and its affiliates do not warrant or guarantee accuracy. Maldives Tour Guide shall not be liable to you if prices change due to currency fluctuations.

### **12. Payments**

1. When you make a Booking, Maldives Tour Guide, as the limited payment collection agent of the Supplier, collects your payment information and processes your payment as described in Section 14. Full payment by credit or debit card is required to make a Booking, unless otherwise specified. The pay fee will be listed as Maldives Tour Guide on your statement.
2. The value of your Booking may be subject to taxes, duties, foreign transaction, currency exchange or other fees. Your bank or payment card company may convert the payment into the local currency and may charge fees, resulting in differences between the amount displayed through the Platform, and the final amount charged to you. Maldives Tour Guide recommends that you contact your bank or card company if you have any questions concerning any applicable currency conversion or fees.

### **13. Payment Processing**

1. Under these Terms of Use, the payment processing services for the Services provided on the Website are provided by Bank of Maldives on behalf of Maldives Tour Guide, depending on the type of payment method used for your Booking. Bank of Maldives registered office address Bank of Maldives, Main branch, Boduthakurufaanu magu, Male, Maldive. Maldives Tour Guide registered office address is Andhaleebuge, GA.Maamendhoo, Maldives.
2. In the event you choose to pay with a credit or debit card and the payment is processed, you will get confirmation of the transaction receipt. We recommend you to keep the transaction receipt for each and every transaction with you until the service is provided for you.

### **14. Modifications or Cancellations by You**

1. Once a Product has been purchased, your Booking cannot be changed by you or cancelled with a refund, unless otherwise stated in the terms and conditions applicable to such Product.
2. The standard cancellation policy for activities allows you to request a change to and/or cancel a Booking up until 24 hours and for accommodations 30 days before the start time of the Booking; or if the booking does not have an explicit start time, the deadline to request a change or to cancel will generally be 14:00pm, two days before the start date. Timings are calculated in accordance with the time zone of the Experience.



3. If any Product is designated as 'All Sales Final' or with materially similar messaging (which includes but is not limited to all group bookings booked through our Group Bookings Department), it is non-refundable, and it will not be possible to change or cancel it after making a Booking. A minority of Products have other, different cancellation policies. **In all circumstances, you must check the cancellation policy contained in the applicable Product listing at the time of your Booking, which is the policy that will apply to and govern the terms of your cancellation and any refunds.**
4. Notwithstanding Sections 15.2 and 15.3, (a) requests for modifications and amendments to a Booking, including date change requests (collectively, a "**Change Request**") should be made online through the 'Manage My Booking' section of the Website; and (b) if it is possible to implement a Change Request, Maldives Tour Guide shall not charge a fee for doing so, as long as the Change Request is received by us by the deadline specified in the Product listing. Please note that a Supplier may charge a fee to accommodate a Change Request; in such circumstances, you will be required to pay such fee in order that Maldives Tour Guide may successfully process your Change Request.
5. All Change Requests shall be processed by Maldives Tour Guide subject to the availability and agreement of the applicable Supplier. Maldives Tour Guide does not guarantee the success of any Change Request. To the extent the Supplier is unwilling or unable to accept such Change Request, then your right to a refund (if any) shall be governed by the cancellation terms of your Booking.
6. If you make a Booking using a promotion code, or if you accept a discount or special-offer price during the check-out process, you may invalidate your discount or special-offer price by making a Change Request after Booking.
7. No refunds are available once an Experience has commenced, or in respect of any Product's package, accommodation, meals or any other services that have started to be utilized.

### **15. Other Modifications and Cancellations**

1. Occasionally a Supplier may make a change to a Product after your purchase, including but not limited to the date, price, inclusions, coverage, age requirements, and/or any other Product features and/or requirements. As a result, Maldives Tour Guide reserves the right to cancel, change or substitute any Product that you have purchased, at any time, for any reason. If the change proposed by the Supplier is material (for example, a change in dates and/or a significant change to the itinerary), and you are dissatisfied with the alternative that is offered, you will be entitled to a full refund of the original purchase price.
2. We may decide, in our sole discretion, that it is necessary or desirable for the protection of our interests, the Supplier's interests and/or your interests, to withdraw our Services resulting in an override of the Product's cancellation policy and the effective cancellation of a Booking. We may also determine, in our sole discretion, to arrange refund to you part or all of the amounts charged to you. You agree that we and the applicable Supplier shall have no liability for such cancellations or refunds.

### **16. Our Liability**

1. PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS MALDIVES TOUR GUIDE'S LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS

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7. The limitation of liability set forth in this Section 18 reflects the allocation of risk between the parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of the Maldives Tour Guide Group Companies.

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  - a. your breach of these Terms of Use or the documents referenced herein;
  - b. your violation of any law, rule, regulation or guideline;
  - c. your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy;
  - d. your use of the Services (including the Website);
  - e. your Booking or use of any Product; or
  - f. your negligence or willful misconduct.

### **18. Maldives Tour Guide Tickets**

1. You will receive a Maldives Tour Guide-branded ticket (or, alternatively a voucher from the Supplier) (in each case, a "**Ticket**") for each Product you Book. In order to access and print your Ticket, you will be directed to a secure webpage hosted by Maldives Tour Guide that contains a link to your Ticket. Certain Bookings will result in your being provided with an electronic Ticket as well as or instead of a paper Ticket.
2. You must provide the original, authentic Ticket to the applicable Supplier in order to redeem your Product. Your Booking cannot be honored or redeemed without presenting a valid Ticket. Ensure you read the terms and conditions relating to your Booking in order to understand what will be required by the Supplier by way of Ticket presentation.
3. For security purposes, when redeeming your Ticket you must present a valid photo ID and sign the Ticket.
4. In some cases, a Supplier may also require that you present the payment card used to purchase your Product at the time of redemption. This typically applies to attraction and show tickets. You should be advised at check-out whether or not this will be required. If you have questions about such a requirement, contact Maldives Tour Guide's Customer Care team.
- 5.

### **19. Jurisdiction and Governing Law**

1. The Services are provided by a Maldives entity and these Terms of Use is governed by the laws of the Maldives. You hereby consent to the exclusive jurisdiction and venue of courts in Male, Maldives and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Services. You agree that all claims you may have against Maldives Tour Guide arising from or relating to the Services must be heard and resolved in a court located in Male', Maldives.
2. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.

### **VIOLATIONS**

Please report any and all violations of this TOS to Maldives Tour Guide as follows:

Mailing Address:

Andhaleebuge

GA.MAamendhoo

Maldives.

Telephone:+9607794332

Email: [contact@maldivestour.guide](mailto:contact@maldivestour.guide)