

SERVICE PROVIDER TERMS

These **Service Provider Terms** shall be applicable only to the Service Providers who have signed up on our website - www.ivacay.co/ (hereinafter referred to as the “**Platform**” or “**Site**”), as made available by **Ivacay**, having its office at Po Box 81027, Rancho Santa Margarita, California - 92688.

These Terms will be deemed as accepted by you by accessing the Platform or using or registering as a Supplier or Tour Guide (collectively, “Service Provider”) or by listing your tour, activity, guide services or other services on the Platform or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms.

In addition to these terms, our **Disclaimer**, **Community Guidelines**, **Cookie Policy**, and **Privacy Policy** statement posted on the Site shall also be applicable to you.

1. DEFINITIONS

For the purposes of these Service Provider Terms, the following capitalised terms shall have the following meaning:

- i. ‘**Terms**’ shall refer to these Service Provider Terms, as applicable to the Suppliers and the Tour Guides registered on our Platform to offer various tours, activities and services.
- ii. ‘**Company**’ refers to **Ivacay, having its office at Po Box 81027, Rancho Santa Margarita, California - 92688.**
- iii. ‘**Buyer(s) or User(s)**’ shall refer to the buyers of the Platform who have signed up to explore and avail the tours, activities and services listed by Service Providers.
- iv. ‘**Disclaimer**’ shall refer to the Disclaimer posted on our Site.
- v. ‘**Privacy Policy**’ shall refer to the Privacy Policy statement posted on our Site.
- vi. ‘**Service**’ shall mean the services of the marketplace offered to you and the buyers by Ivacay.
- vii. ‘**Service Provider**’ shall refer to Supplier(s) and Tour Guide(s) collectively, who have registered on our Platform to offer various tours, activities and services.
- viii. ‘**Supplier**’ shall refer to supplier(s) who have registered on our Platform to offer various tours, activities and related services.

- ix. **'Tour Guide'** shall refer to guide(s) who have registered on our Platform to offer various tourist guide services to the users/buyers of the Platform.
- x. **'Website' or 'Site'** shall refer to www.ivacay.co/.

2. ACCEPTANCE OF THESE TERMS

By registering on our Platform as a 'Supplier' or as a 'Tour Guide', or by listing your tours, activities and services on the Platform or by using or accessing the Platform as a Service Provider, or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that you have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time on the Site.

3. UPDATES

From time to time, we will bring new updates to our Site, mostly in order to enhance your experience and/or to improve the safety and security of our Platform, Service Providers and buyers, or for any other reason as we deem fit at our sole discretion.

4. ACCOUNT REGISTRATION AND VERIFICATION

- a) **Account Registration:** To access the Platform as a Service Provider, you are required to sign up and create an account with us. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself and/or your business. As part of the registration process, you will create a password and an account.
- b) **Social Media Signup:** You also have an option of signing up using social media accounts, such as Google and Facebook. In case you choose to sign up using any of the social media accounts, you will be redirected to the website of such social media accounts, and therefore, in addition to our policies, you will also be subject to the terms and privacy policy of such social media websites. We are not liable for any loss caused to you due to any action of such third-party websites.
- c) **Registration Details and Verification:** While registering the account on the Platform, you will be required to furnish details about you, your business, and your services. You agree and acknowledge that we reserve the right to, directly or through a third-party service, validate the information provided by you on the Platform. You agree to furnish additional information and provide

documentary proof as may be requested by us, from time to time, for the purposes of verification of your Service Provider account information. If any information provided by you is found to be incorrect or misleading, we reserve our right to take appropriate steps as set forth under Section 4(e) of these Terms. We reserve the right to seek additional information from you about you, your services, and your business, from time to time and you consent to provide such additional information to continue using the Platform.

- d) **Security:** You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users (*such as your employees, administrators, etc.*) registered under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, (b) ensure that you exit from your account at the end of each session, (c) not give access to your Platform account details (*including password*) to any third party or to more than the prescribed number of allowed users as per the Subscription plan purchased by you, without our written consent. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.
- e) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, we may terminate your account, and refuse current or future use of any or all of the Services.

5. SERVICE PROVIDER'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

- i. You represent, warrant and agree that:
- a. If you registering as an 'Individual' Service Provider, then you are a person of **sound mind** and at least of a **minimal legal age** as per the laws of the jurisdiction to which you are subject and are fully able and competent to understand and agree to these Service Provider Terms, **or** if you are a 'Business' Service Provider, then you are adequately established and in good standing as per the laws of the jurisdiction applicable upon you;
 - b. you have read, understood and consented to our **Disclaimer, Community Guidelines, Cookie Policy**, and **Privacy Policy** statement posted on the Site;

- c. you shall use the Platform for business and professional purposes only;
 - d. your business is validly existing and incorporated / established as per the provisions of applicable laws, and your business and/or the services offered by you are not prohibited as per laws of the jurisdiction to which you are subject, or where you are providing them;
 - e. If you appoint your employee, staff, contractor, sub-contractor, freelancer, or agent to provide the services on your behalf, then you shall make sure that such employee, staff, contractor, sub-contractor, freelancer, or agent has read and agreed to these Terms, and in case of any non-compliance or breach, you shall continue to be liable for their actions or inactions or negligence or conduct.
 - f. you shall comply with all applicable laws while providing your services to the buyers;
 - g. you shall be solely responsible for obtaining all necessary third-party licenses and permissions (if any required) regarding any service that you provide;
 - h. any photos, videos, description, bio or content that you post about the services is true, complete and not misleading, and the same does not and will not violate any intellectual property rights, and the same will comply with our **Community Guidelines**;
 - i. once you accept an offer from the buyer to provide your services, you must honour such contract and provide the tour or activity or other service as per agreed terms;
 - j. you will be polite, generous and professional in your interaction and dealing with the buyers, and will not abuse, harass, or be rude to them;
- ii.** Service Providers will be required to provide various important information about them as part of the registration process on the Platform or your use of any Service or the Service Provider account. Service Provider represents, warrants and agrees that:
- a. such information, document, certificate and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or Service is true, accurate, current and complete; and
 - b. Service Provider will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

- iii. Service Providers may be required to furnish additional documents or information about services that the Service Provider may offer for sale on the Platform in order to authenticate that the services offered are genuine and authentic and do not infringe intellectual property rights or proprietary rights of any third party. Service Provider agrees to promptly provide such additional documents and information, failing which Ivacay reserves its right to take appropriate measures as set out in these Terms.
- iv. Service Providers are required to behave professionally with the users and buyers of Ivacay. Any misbehaviour, unprofessional conduct, verbal and physical abuse is prohibited and will be considered as a violation of these Terms.

The failure of the Service Provider to comply with any of the above, or any other provision of these Terms can lead to necessary action taken by Ivacay, including without limitation, suspension or removal of the account, without the refund of any amount lying in the wallet, and take other legal recourse, at the sole discretion of Ivacay.

6. PAYMENTS TO SERVICE PROVIDERS AND SERVICE FEE

- a) **Free Account:** There are no fees or charges for creating an account on Ivacay or to apply as a Service Provider.
- b) **Own Prices:** Service Providers are entitled to set their own prices for tours, activities, tour guide services and other related services offered by them. However, Service Providers shall adhere to price parity, and shall ensure that the price that they put for the services on the Platform is either equal to, or lower than the one published on their own website or at any other platform by them.
- c) **Service Fee:** Ivacay charges Service Providers an amount equivalent to **10%** of the list price of the service as the Platform as its service fee. (Hereinafter referred to as the “**Service Fee**”)
- d) **Withdrawal:** We understand how important your revenue is to you, and this is why we don't want you to wait for a very long period of time to receive the funds earned by you. This is why on Ivacay, the revenue earned by you after providing your services, is automatically withdrawn to your bank after a hold period of **1 (one) day** after the service is completed, provided no complaint or dispute is raised by the buyer within this time frame. All monies are

automatically disbursed in the chosen bank account within a period of **24 hours** after the hold up period. All monies are credited only after the deduction of applicable Service Fee by the Platform.

- e) **No Withdrawal Fee:** Ivacay does not charge any withdrawal fee for the withdrawals by the Service Providers. However, you might be subject to a charge or conversion fee or landing fee based on the rules of payment gateway, or your country and the bank.
- f) **Withdrawals are Final:** Withdrawals are final and cannot be undone. We will not be able to reverse this process once it has begun.
- g) **Withdrawal Restriction:** For security concerns, Ivacay may temporarily disable Service Provider's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by other users or breach of other terms and conditions of Ivacay.
- h) **Taxes:** Service Providers are responsible for paying any direct or indirect taxes, including any GST, VAT or income tax, which may apply to them depending on residency, location or otherwise, under provisions of their jurisdiction. Service Providers represent and warrant that they comply, and will comply at all times, with their obligations under income tax provisions in their jurisdiction.
- i) **No Payment:** You will not be entitled to receive the amount for any service that is: i) not fulfilled by you, or ii) not completed by you, or iii) not provided by you, or iv) cancelled or refunded for any reason.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

- a) **Rights of Ivacay:** This website, platform, logos, content, designs, trademarks, trade dress, trade name, all of our features, functionalities and services, shall remain the sole property of the Ivacay, and/or its licensors, as the case may be. Your use of or access to this Site, platform, or availing of our Services shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Site, platform, our services, any content (*except your own content*), designs, published by us or our licensors or third parties.
- b) **Your Rights:** The content, including without limitation, information about you and your activities, tours, services, etc., and other information that you post or share may be protected

by intellectual property laws. You own the intellectual property rights in any such content that you share on the Platform. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content (except defamatory one) with anyone else, wherever you want.

- c) **Our License:** However, to provide our Services we need you to give us some legal permissions (known as a '*license*') to use this content of yours. This is solely for the purposes of providing and improving our Services. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, publish, distribute, modify, copy, publicly perform or display, and translate your content.
- d) **Terminating our License:** You can end this license for specific content by deleting such content from your profile, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

8. RESTRICTIONS

Service Provider shall not itself, and shall not permit anyone to: (i) copy or republish the Services or Platform, its features and functionalities, (ii) make our Services available to any other person without our prior written consent, (iii) share login credentials with a third party, (iv) create duplicate accounts (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Platform, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Site or portal, (vii) access the Site or portal with the sole purpose to build a similar product or competitive product, (viii) behave unprofessionally with the buyers, (ix) list such products which it does not have right to list or sell, (x) list any product or attempt to sell or promote or advertise any product that goes against the terms mentioned herein, or the applicable law, or (xi) damage any property of the buyer/client, or injure any person.

9. PROHIBITED SERVICES

You must not provide any of the following Service through Ivacay:

- i. That violates applicable law, rules, directions, notifications of the appropriate government, including the one related to Covid19 guidelines

- ii. That involves exploitation of people or animals
- iii. That risk harm to people or animals, including sexual, physical, or financial exploitation
- iv. Adult sexual services
- v. Human trafficking, slavery, servitude and forced or compulsory labour
- vi. Other illegal commercial exploitation, like trading in organs or products made from human remains or body parts
- vii. The sale of wild animals or protected and endangered wildlife
- viii. Irresponsible and harmful animal tourism or otherwise exploitative practices like organized animal fighting
- ix. Harmful or hateful activities
- x. That aids or assists in committing a crime or restricted activity
- xi. That violates anyone's intellectual property right, including without limitation, trademark, copyright, patent or design
- xii. That support or praise terrorism, organized crime, or hate groups

10. PAYMENTS MUST NOT BE MADE OUTSIDE

You must not circumvent or attempt to circumvent our service fees model by receiving the payments outside of Ivacay. You must not offer buyers to make payment using any method other than through Ivacay Platform. In case you have been asked to use an alternative payment method by the buyer, please report it immediately to Customer Support at combinedsun@icloud.com. This is a serious violation and can lead to account disablement, either temporarily or permanently, at our sole discretion.

11. UPTIME

Ivacay will use commercially reasonable efforts to make the Site, platform, and Services available for access by the Service Provider 97% of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" shall mean the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Ivacay will post an advance announcement of any Planned Outage or intimate the Service Provider about the same through any other way. We disclaim that the Site or portal will be available on an uninterrupted or timely basis

at all times. We will not be liable to you for any lost profit or loss of revenue if anyone is not able to use our Platform due to any reason.

12. COMPLAINTS

In case, any buyers have complained about any aspect of the products provided by you, we will look into such complaints, provide you a reasonable opportunity of being heard, and then take a decision on what action is to be taken against you. In case, you are found to be violating any provision of these Terms, we reserve the right to suspend or remove your account, and prohibit future use of our Services to you, at our sole discretion, and in such cases we reserve the right to forfeit the amount that you were otherwise entitled to receive from us. You hereby agree to fully cooperate with us on a timely basis for the resolution of the complaints submitted by the buyers against you or your services. **We reserve the right to refund the money paid by the buyer in case your services turn out to be different than how you described them or of low quality or due to any other breach of representation & warranty by you. In such cases, you will not be entitled to be paid for such services.**

13. NO WARRANTIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS, PLATFORM, SITE AND OUR SERVICES ARE PROVIDED TO YOU "AS IS". WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING PLATFORM OR PORTAL OR OUR SERVICES, INCLUDING THAT OUR SERVICES WILL BE AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF SERVICE PROVIDERS ABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET

ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF USE OF OUR SERVICES OR THE PLATFORM.

14. LIMITATION OF LIABILITY AND INDEMNITY

- i. To the maximum extent permitted by law, in no event shall Ivacay (or our licensors or affiliates) be liable to you or any third party for any financial loss, loss of time, lost profits, lost data, costs of procurement of substitute services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or inability to use the Platform, even if Ivacay has been advised of the possibility of such damages. Access to, and use of, the Platform is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system or business, or loss of data resulting therefrom.
- ii. Service Provider agrees to indemnify Ivacay, its buyers, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (i) your services; (ii) from your use of the Platform or any of the Services; (iii) from your breach of the Terms or breach of any applicable laws; (iv) your negligence or wilful misconduct or unprofessional behaviour; (v) any alleged or actual copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the use of any of the Services.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- i. **Governing Law:** these Terms and any dispute arising from the same will be governed by applicable laws of the **State of California (USA)**.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to be resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate State or Federal courts situated in **Rancho Santa Margarita, California (USA)**.
- iii. **Waiver of Jury Trial:** YOU AND US HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JURY.

YOU AND IVACAY ARE INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES ARISING OUT OF OR IN RELATION TO THESE TERMS BETWEEN YOU AND IVACAY, SHALL BE RESOLVED BY A JUDGE.

- iv. **Waiver of Class Action and Relief:** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ADJUDICATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE SERVICE PROVIDER CANNOT BE LITIGATED OR CONSOLIDATED WITH THOSE OF ANY OTHER SERVICE PROVIDER(S).
- v. **Disputes between you and the buyers:** You understand and acknowledge that Ivacay is a mere facilitator between you and the buyers, and we in no way are responsible for the conduct of the buyers or the genuineness of their request. Therefore, if you have any claim or dispute against a buyer, you undertake to take it up directly with the concerned buyer. Ivacay shall not mediate or resolve such disputes, and nor shall become a party to such disputes. However, if you believe that a buyer has violated our User Agreement (as posted on the Site), applicable law, or any other policy of Ivacay, you can file your complaint at combinedsun@icloud.com and we will take necessary action in accordance to our policies and applicable law.

16. NOTICES

When you use the Platform or send emails to Ivacay, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Platform. *Ivacay will communicate with you by email or by posting notices on this Site.* You agree that all terms, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to combinedsun@icloud.com.

17. MISCELLANEOUS

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Service Provider Terms.

- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** Ivacay reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms and/or our other policies or due to any illegal or inappropriate use of the Platform or its services. In such a case, all the monies available in your wallet may also be forfeited at the sole discretion of Ivacay.
- iv. **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 of these Terms will continue in full force and effect.
- v. **Waiver:** Our failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between Ivacay and you or any other party be deemed to modify any provision of these Terms.
- vi. **Survival:** Notwithstanding any other provisions of these Terms, or any general legal principles to the contrary, any provision of these Terms that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms, for any reason whatsoever.
- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.
- viii. **No Assignment:** You may not assign these Terms (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Ivacay. Any attempted assignment that does not comply with these Terms shall be null and void.
- ix. **Entire Terms:** The **Terms, Community Guidelines, Privacy Policy, Disclaimer, and Cookie Policy**, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Terms between Ivacay and you, relating to the subject matter hereof, and supersedes any prior understanding or Terms (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Platform.

- x. **Force Majeure:** Ivacay and affiliates will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, power failures and government-imposed lockdowns or similar restrictions.
- xi. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Platform after any amendments to the Terms shall constitute your acceptance to such amendments.

18. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE

In the event you have any grievance regarding anything related to these **Terms or Disclaimer or Community Guidelines or Privacy Policy or Cookie Policy**, or with any content or service of Ivacay, in that case you may freely write your concerns to the Grievance Officer/Designated Officer appointed below:

- **Name:** Francis Banda
- **Email:** combinedsun@icloud.com
- **Phone:** 9499935368
- **Postal:** Po Box 81027, Rancho Santa Margarita, California – 92688

19. CONTACT US

If you have questions or need any clarification or have any grievances, please feel free to contact us at combinedsun@icloud.com.

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