

CANCELLATION & REFUND POLICY

This **Cancellation & Refund Policy** (hereinafter referred to as the “**Policy**”) relates to **Ivacay** (hereinafter referred to the “**Company**” or “**Ivacay**” or “**us**” or “**our**” or “**we**”), and the buyers/clients who book a service on Ivacay (hereinafter referred to “**you**” or “**your**” or “**buyer(s)**”) of any of our Service Providers on our website – www.ivacay.co/ (hereinafter individually as well as collectively, referred to as the “**Platform**” or “**Site**” or “**Website**”).

Please read this Policy carefully, as it forms a binding agreement between you and Ivacay. If you do not accept this Policy in its entirety, then you cannot book a service on our website.

This Policy shall be read in conjunction with our **User Agreement**.

1. DEFINITIONS

Unless expressly states otherwise, all the capitalized terms used in this Policy shall have the same meaning as ascribed to them in the **User Agreement**.

2. ACCEPTANCE OF THIS POLICY

By booking a service on our Platform, you hereby represent that you have read, understood, and agreed to be bound by this Policy, our **User Agreement**, and **Privacy Policy** statement, and any future updates and additions to these policies, as published from time to time at the Website, or as otherwise may be communicated to you via email.

3. SERVICES DESCRIPTION AND QUALITY OF SERVICE

Please note, it is the third-party Service Providers registered on our Platform who provide a description of their tours, activities, packages, tour guide services, and other services and offerings via their Listings. These Service Providers are independent individuals or businesses who have created an account on our platform to provide their services, and these Service Providers are not under the control of Ivacay or

associated with Ivacay in any manner. Therefore, Ivacay disclaims all guarantees and warranties in respect to the completeness, accuracy, or quality of such services provided by the Service Providers. Although we require the Service Providers to post a materially complete and accurate description of their services, we do not warrant that such description will always be accurate, complete, reliable, safe, current or error-free. Similarly, we do not warrant that their services will always be as expected by you. All liability in this respect shall lie with the concerned Service Provider.

4. CANCELLATION, RESCHEDULING AND REFUNDS

- a) **Cancellation by Buyers:** The Buyers are entitled to cancel the services booked by them. **For cancellations within a period of 2 (two) hours calculated from the moment the service is booked, full refund of the booking price will be made to the buyer. However, in cases of cancellations after 2 (two) hours or more or in case of no-show, no refund of the booking price will be made to the buyer.** Once the Buyer cancels the booking within the time mentioned above, he/she receives the funds back into the original payment method. To cancel, contact us at combinedsun@icloud.com.
- b) **Cancellation by Service Providers:** The Service Providers may at times cancel or reschedule a scheduled booking for certain reasons beyond their reasonable control. In such cases also the buyer shall receive the funds back into the original payment method.
- c) **Complaints:** Post conclusion of the activity, there can be no cancellations. However, in case you are unsatisfied with an activity due to the reason that such activity was completely or materially different from how it was described on the Platform, you are entitled to raise a complaint immediately, and we will look into the same, and take actions as per our policies, in our sole discretion.
- d) **Time Period of Credit:** Once we accept your refund request, and issue you a refund, your refund will be credited to your original method of payment (*bank or wallet, as the case may be*). It may take up to **5 to 7 business days** for such credit to reflect in your original method of payment. If your refund is taking more time than usual, feel free to reach out to us at combinedsun@icloud.com, and we will look into it for you.

5. GOVERNING LAW AND DISPUTE RESOLUTION

Unless provided by the relevant statute, rules or directives applicable to the jurisdiction in which you reside, in case of any claims, disputes or controversies arising out of or in relation to the services, or this Policy, the same shall be dealt with as per the Governing Law and Dispute Resolution clause as mentioned in the **User Agreement**.

6. UPDATES TO THIS POLICY

We may add to or change or update this **Cancellation & Refund Policy** at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking this Policy periodically. Your use of the Platform after any amendments to this Policy shall constitute your acceptance to such amendments.

Last updated on **July 26, 2022**.