

TERMS OF USE, PRIVACY POLICY & WAIVER

Luxury Experiences Inc., an Ontario corporation – doing business as "TCI Experiences," "Luxury Cayman Experiences," "Nassau Experiences," and related brands (collectively "LEI" or "we" or "us")

Last Updated: February 3, 2026

PART 1: TERMS OF USE

1. ACCEPTANCE OF TERMS

By accessing or using any LEI website, platform, or service, or by completing a purchase through the LEI Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, Privacy Policy, and Waiver & Release of Liability on behalf of yourself and all participants in your booking.

2. SCOPE OF PLATFORMS

"LEI Platform" means every website, landing page, sub-domain, booking engine, QR code, social-media storefront, or other channel owned or controlled by LEI, including but not limited to:

- tciexperiences.com
- luxurycaymanexperiences.com
- nassauexperiences.com
- any successor, mirror, or affiliated domain

These Terms apply to all use of any LEI Platform.

3. BOOKINGS & ELIGIBILITY

You must be at least 18 years of age to make a booking. By making a booking, you warrant that:

- You are 18 years of age or older
- You have legal authority to enter into this agreement
- All information you provide is accurate and complete
- You are authorized to use the payment method provided
- You are booking for legitimate use only

4. PRICING & PAYMENT

All prices are displayed in the currency shown and are subject to applicable taxes and fees. LEI reserves the right to correct pricing errors and cancel bookings made under incorrect prices. Your payment card may be charged foreign transaction fees by your bank; LEI is not responsible for such fees. Payment processing is handled by third-party processors; by providing payment information, you authorize LEI and its payment processors to charge your payment method.

5. PERMITTED USE

You may use the LEI Platform only for lawful purposes and in accordance with these Terms. You agree not to:

- Make speculative, false, or fraudulent bookings
- Use the Platform for any commercial purpose without written authorization
- Attempt to gain unauthorized access to any systems or accounts
- Use automated systems (bots, scrapers, etc.) to access the Platform
- Reproduce, duplicate, copy, or resell any part of the Platform
- Transmit viruses, malware, or any harmful code
- Violate any applicable laws or regulations

6. INTELLECTUAL PROPERTY

All content on the LEI Platform, including text, graphics, logos, images, and software, is the property of LEI or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, or distribute any content without express written permission from LEI.

7. LEI'S ROLE AS MARKETPLACE

LEI strives to partner with top, reputable, safe, and great independent operators; however, it functions solely as a marketing and booking agent. All services and operations of every excursion are carried out exclusively by independent operators, and LEI does not own, operate, supervise, or control—including without limitation—any vessels, captains, transportation, equipment, guides, staff, animals, premises, or other elements of the experience. All safety procedures, regulatory compliance, and customer-service obligations rest entirely with each operator.

8. DISCLAIMERS

THE LEI PLATFORM AND ALL INFORMATION PROVIDED ARE OFFERED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. LEI PROVIDES PRODUCT INFORMATION SUPPLIED BY OPERATORS AND DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY PRODUCT DESCRIPTIONS, PHOTOS, PRICING, AVAILABILITY, REVIEWS, OR OTHER INFORMATION.

9. TERMINATION & SUSPENSION

LEI reserves the right to suspend or terminate your access to the LEI Platform at any time, with or without notice, for any reason including violation of these Terms, fraudulent activity, or abusive conduct toward LEI staff or operators.

10. UPDATES TO TERMS

LEI may update these Terms at any time. The date of the most recent update will be noted at the top of this document. Your continued use of the LEI Platform after updates constitutes acceptance of the modified Terms.

PART 2: PRIVACY POLICY

1. INFORMATION WE COLLECT

Personal Information: When you make a booking, we collect your name, email address, phone number, payment information, and any other information you provide during the booking process.

Booking Information: We collect details about your bookings, including dates, times, participants, and preferences.

Usage Information: We automatically collect information about how you access and use the LEI Platform, including IP address, browser type, device information, pages viewed, and time spent on pages.

Communications: We collect information from your communications with us, including emails, phone calls, and messages.

2. HOW WE USE YOUR INFORMATION

We use your information to:

- Process and fulfill your bookings
- Communicate with you about your bookings
- Send booking confirmations, updates, and important notices
- Provide customer support
- Send promotional offers and marketing communications (with your consent)
- Improve and optimize the LEI Platform
- Prevent fraud and ensure security
- Comply with legal obligations

3. INFORMATION SHARING

We share your information with:

Operators: We share necessary booking information with the operators providing your experience.

Payment Processors: We share payment information with third-party payment processors to process transactions.

Service Providers: We may share information with service providers who assist us in operating the Platform, such as hosting services, email providers, and analytics providers.

Legal Requirements: We may disclose information if required by law, regulation, legal process, or governmental request.

Business Transfers: If LEI is involved in a merger, acquisition, or sale of assets, your information may be transferred as part of that transaction.

4. COOKIES & TRACKING

We use cookies and similar tracking technologies to collect usage information and improve your experience on the LEI Platform. You can control cookies through your browser settings, but disabling cookies may affect Platform functionality.

5. DATA RETENTION

We retain your information for as long as necessary to fulfill the purposes described in this Privacy Policy, comply with legal obligations, resolve disputes, and enforce our agreements. Booking information is typically retained for 7 years for accounting and legal purposes.

6. DATA SECURITY

We implement reasonable security measures to protect your information from unauthorized access, alteration, disclosure, or destruction. However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

7. YOUR RIGHTS

Depending on your jurisdiction, you may have the right to:

- Access your personal information
- Correct inaccurate information
- Request deletion of your information
- Object to processing of your information
- Opt out of marketing communications
- Request portability of your data

To exercise these rights, contact us at the information provided below.

8. CHILDREN'S PRIVACY

The LEI Platform is not intended for children under 18. We do not knowingly collect personal information from children under 18. If you believe we have collected information from a child under 18, please contact us immediately.

9. INTERNATIONAL TRANSFERS

Your information may be transferred to and processed in countries other than your country of residence. These countries may have data protection laws different from your jurisdiction. By using the LEI Platform, you consent to the transfer of your information to Canada and other countries where LEI operates.

10. MARKETING COMMUNICATIONS

You may opt out of marketing emails by clicking the unsubscribe link in any marketing email or contacting us directly. You will continue to receive transactional communications related to your bookings even if you opt out of marketing communications.

PART 3: WAIVER & RELEASE OF LIABILITY

1. ASSUMPTION OF ALL RISKS

YOU VOLUNTARILY AND KNOWINGLY ASSUME ALL RISKS associated with water-based activities, vehicle operation, extreme weather, marine hazards, mechanical failure, and all other inherent dangers of recreational ocean, land, and adventure activities, INCLUDING RISKS ARISING FROM THE ORDINARY NEGLIGENCE OF LEI, OPERATORS, OR THEIR AGENTS. You acknowledge these activities involve inherent and unavoidable risks of serious injury or death.

2. SPECIFIC ACTIVITY RISKS

You acknowledge and accept any and all risks associated with booked activities, including but not limited to:

WATER ACTIVITIES: Drowning, collision, capsizing, equipment failure, jellyfish/marine life encounters, sunburn, dehydration, seasickness, rough seas, unpredictable weather, shark or other marine animal encounters, propeller strikes, falls overboard.

LAND ACTIVITIES: Vehicle accidents, collision, rollover, dust/debris, heat exhaustion, animal encounters, equipment malfunction, uneven terrain, brake failure, ejection from vehicle.

ALL ACTIVITIES: Inadequate safety briefings, language barriers, operator negligence, operator intoxication, lack of proper licensing, medical emergencies in remote locations, delayed rescue, inadequate medical facilities, force majeure events, terrorism, theft, assault by third parties.

This list is illustrative only and NOT exhaustive. You accept ALL risks, whether listed above or not, foreseeable or unforeseeable, known or unknown.

3. MEDICAL FITNESS & DISCLOSURE

You represent that you and all participants are in good health and physical condition suitable for the booked activities. You have disclosed all medical conditions, disabilities, or limitations that could affect participation. You assume all risks related to undisclosed conditions.

4. COMPLETE RELEASE & COVENANT NOT TO SUE

To the fullest extent permitted by law, you IRREVOCABLY RELEASE, DISCHARGE, AND FOREVER WAIVE every claim—IN CONTRACT, TORT, STATUTE, OR OTHERWISE—against LEI and its affiliates, officers, employees, agents, contractors, AND INDEPENDENT OPERATOR PARTNERS ("Releasees") arising from any LEI-booked activity, INCLUDING CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, AND BREACH OF WARRANTY, and you COVENANT NOT TO SUE the Releasees.

5. INDEMNITY

You shall DEFEND, INDEMNIFY, AND HOLD HARMLESS the Releasees from any and all claims, demands, lawsuits, judgments, awards, losses, damages, and expenses (including solicitor-and-client costs and expert witness fees) asserted by you, members of your party, your heirs, assigns, or any third party arising from or related to your participation in any activity, INCLUDING CLAIMS ALLEGING NEGLIGENCE OF THE RELEASEES.

6. LIMITATION OF LIABILITY

If liability is nevertheless imposed, it shall NOT EXCEED THE GREATER OF (i) CAD \$10,000 OR (ii) 20% OF THE ADVERTISED EXCURSION PRICE (BEFORE DISCOUNTS) FOR THAT BOOKING, IN AGGREGATE FOR ALL CLAIMS. RELEASEES SHALL NEVER BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

7. NO-SHOW POLICY

If you fail to arrive at the designated meeting point at the scheduled time, your booking will be classified as a "no-show" and you will not be entitled to any refund or rescheduling. It is your responsibility to confirm meeting locations and times with operators and to arrive promptly.

8. FORCE MAJEURE

LEI shall have no liability for delays, cancellations, or failure to perform due to circumstances beyond LEI's reasonable control, including but not limited to: acts of God, weather events, natural disasters, war, terrorism, civil unrest, strikes, government actions, pandemics, or any other force majeure events. LEI may, at its sole discretion, offer refunds, credits, or rebooking options in such circumstances, but is under no legal obligation to do so.

9. MINOR REPRESENTATION

You represent that you are the parent or legal guardian of any minor participant and ACCEPT THIS AGREEMENT ON THE MINOR'S BEHALF, including all waivers and releases.

GENERAL PROVISIONS

1. ELECTRONIC COMMUNICATIONS

By using the LEI Platform, you consent to receive electronic communications from LEI, including booking confirmations, updates, promotional offers, and service announcements. You may opt out of marketing emails but will continue to receive transactional communications related to your bookings.

2. GOVERNING LAW & ARBITRATION

This Agreement is governed exclusively by the laws of Ontario and the federal laws of Canada applicable therein. ANY DISPUTE SHALL BE RESOLVED BY FINAL, BINDING ARBITRATION IN TORONTO, ONTARIO, BEFORE A SINGLE ARBITRATOR APPOINTED BY ADR CHAMBERS UNDER ITS EXPEDITED ARBITRATION RULES, PURSUANT TO THE ARBITRATION ACT, 1991 (ONT.). Judgment on any award may be entered in any court of competent jurisdiction. YOU WAIVE ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

3. CONSUMER PROTECTION

Nothing herein limits a right that CANNOT LEGALLY BE WAIVED under applicable consumer-protection statutes; ALL OTHER RIGHTS ARE EXPRESSLY WAIVED.

4. SEVERABILITY

If any provision is held invalid, it shall be enforced to the maximum lawful extent, and the remainder shall remain in effect.

5. ENTIRE AGREEMENT

These Terms of Use, Privacy Policy, and Waiver constitute the entire agreement between you and LEI regarding your use of the LEI Platform and supersede all prior agreements, representations, and understandings.

6. SURVIVAL

All clauses regarding risk, release, indemnity, limitation of liability, governing law, and arbitration SURVIVE completion of, or withdrawal from, the booked activity. In any conflict between this Agreement and any other LEI disclaimer or waiver, THE PROVISIONS MOST PROTECTIVE OF LEI SHALL PREVAIL.

CONTACT US

For questions about these Terms, Privacy Policy, or Waiver, please contact us:

Luxury Experiences Inc.

Email: support@tciexperiences.com

Website: tciexperiences.com