



Program Terms and Conditions

Terms & Conditions

Welcome to Bluewater Cruising! We're excited to have you on board, and we can't wait to start working together! Before we get on to delivering the good stuff, let's get the formalities out of the way. Here at Bluewater Cruising it's important to us that we do things the right way and that means giving you the information you need about our services so you're clear and comfortable about what's involved, what we expect from you and what you can expect from us.

We totally get that reading terms and conditions is not the most fun, so we've tried our best to make things as simple as possible which includes avoiding complicated legal terms or jargon. We simply want to ensure that we start out in the best possible way with complete trust and confidence! If the terms look long, don't panic, we can send you a copy for you to keep and review at a later date.

Here's to your success!

Bluewater Cruising

1. Introduction

These Terms and Conditions ("**Terms**"), along with our privacy notice, disclaimer, and website terms (available at www.bluewatercruising.com), set out the basis on which we provide our Services to you, and when you purchase our Services, you are agreeing to be bound by them.

2. Services

2.1. We're masters in creating, developing, and delivering online courses, subscriptions, programmes, accreditations, certifications, and other business related, or Bluewater Cruising related, services ("**the Services**") which are delivered online and sometimes in person.

2.2. Our Services are designed for a group audience and therefore you should not rely on any information, support, and guidance as personal to you. If you require personal support, then please contact us to see how we can help.

3. Agreement

3.1. When you purchase any services, you agree that you're over 18, that you're legally capable of entering into legal contracts, and that all information you provide to us is true and accurate.

3.2. You agree to keep your access information private and not to share, disclose, sell, license, or assign it.



4. Group Safety (Responsible)

4.1. It's important that we create a safe and comfortable group environment for everyone, so we ask you to agree to conduct yourself in a reasonable and responsible manner when accessing any Services, any group calls, or meetings ("Sessions") or groups, and not to act in a way which could cause offense, distress or alarm to others accessing the Services.

4.2. When you access any of our private groups or Sessions, you agree:

4.2.1. NOT to use the groups for any unlawful purpose; and

4.2.2. NOT to upload, post, transmit or otherwise make available content that:

a) is by its nature defamatory, libelous, obscene, demeaning or which causes offense to another individual whether intended or not.

b) discloses personal and/or confidential or sensitive information about another person; **c)** is threatening or causes another individual to feel harassed or in fear; and/or **d)** is classed as spam.

5. Safeguarding

5.1. Our Services are designed to support you make a transition to and live the Bluewater Cruising Lifestyle or achieving a qualification or accreditation, they are not a substitute for legal advice, tax advice, or accounting advice, counseling or other therapy services and we are not medical or health practitioners. If you're unsure as to your mental capacity to use the Services, then please seek advice from a relevant medical professional and inform us if appropriate and relevant.

5.2. When accessing some Services, you may be exposed to information or situations that trigger deep or unresolved emotional responses. By using the Services you're confirming that you're mentally well enough to do so and that you'll take personal responsibility for managing your own emotional state. You agree not to hold us liable for any emotional distress arising from your use of the Services and we reserve the right to terminate should we have concerns as to your suitability to safely use the Services.

6. Order Acceptance

6.1. Your purchase of our Services is a contractual offer that we may choose to accept.

6.2. Our confirmation email that contains a copy of your signed Terms & Conditions confirms acceptance of your order and these terms and conditions and a legally binding agreement is formed at this point allowing us to commence delivery of the Services.

6.3. If your order is not accepted, we'll notify you by email and provide a full refund.

6.4. Details of all Services are set out on our Cruising Plan calls and the Service that you purchase shall be delivered in accordance with the details as laid out on your Cruising Plan call attended at the time your purchase is made.

6.5. We reserve the right to make changes to the Services, in whole or part, as we reasonably require without notice to you. If we make changes, we'll ensure the Service still matches the original description or we'll offer a reasonable alternative, except where the change enhances the original description. We shall not be liable for any reasonable changes or cancellations that are made.



7. Payments

7.1. The purchase fee for your chosen Service is as set out in the invoice attached to these Terms and Conditions and as agreed during your Cruising Plan call at the time of your purchase ("the Fee").

If you have purchased a BWC product and agreed to pay the agreed price in installments through our payment plan scheme, you are obligated to maintain all scheduled payments on time.

You are required to make every agreed payment on time until the end of the agreed payment plan term.

Defaulting on or missing scheduled payments without prior notice to customer services may result in legal action being taken against you or debt recovery specialists being instructed.

If you are unable to make one of your scheduled payments for any reason, including financial difficulty, you must contact customer services to inform them of your situation and come to a solution with them.

If you do not respond to any customer service correspondence regarding failed payments, then your plan will be referred to our legal department.

Please note that our prices are charged in USD. Any payments made from banks using a different currency may incur a foreign transaction fee (subject to specific bank terms and conditions). This is NOT an additional charge from Bluewater Cruising, this is solely at the discretion of your bank.

To avoid any foreign transaction fees, we recommend using a travel credit card with 0% foreign transaction fees to perform your transaction.

7.2. Time for payment of the Fee shall be of the essence and shall be made without deduction, set off, or any form of withholding except as is required by law and we must receive cleared payment before you are entitled to access the Services.

7.3. If you choose to pay the Fee by credit or debit card, then you authorize us to charge your payment method. If it is rejected, or fails, but you have still received access to the Services, you agree to provide full payment of the Fee within 7 days from access to the Services being provided.

7.4. If we agree to accept payment of the Fee by installments, then you agree to provide the installments as and when they fall due in accordance with the installment plan provided to you at the time of your purchase. You understand that you will remain responsible for providing the installment payments until the Fee has been paid in full.

7.5. We reserve the right to change the Fees at any time. Any changes will not affect the price of Services where payment has already been made and a welcome email sent.

7.6. If you purchase Services on a monthly subscription basis, then you will be liable to make payment every month until you cancel your subscription in accordance with these Terms. You authorize us to request payment of the monthly amount from your chosen payment method on a rolling monthly basis.

8. Late Payment

8.1. If your payment is late then we will be entitled to withhold delivery of the Services, including access to Sessions



or groups, until payment has been made.

8.2. If your payment is over 30 days late, we reserve the right to instruct a collection or legal agent to seek recovery of the outstanding amount along with our reasonable costs incurred in taking such action.

9. Refund Policy

9.1. We want you to be entirely satisfied with the Services. If you decide to cancel, you can do so as follows:

9.1.1. We take refund requests very seriously and investigate all of them. If you feel BWC has failed to deliver on the expectations we laid herein. You can request to withdraw from the program by providing notification by email to support@bluewatercruising.com. We will evaluate your request for refund and if it's determined that we've fallen short on the delivery of our services we will refund your fee in whole or in part, depending on the circumstances.

9.2. Given our refund policy, no chargeback or threatened chargeback claims will be accepted. If you have any concerns with our Services, then you agree to notify us in accordance with these Terms. If you pursue a chargeback claim without contacting us first then you accept such action constitutes a breach of these Terms and you will indemnify us against any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider, along with our reasonable costs at a rate of £100 per hour.

10 Cancellation

10.1. Subject to clause 10, to cancel the Services please provide 14 days' notice by email.

10.2. No refunds will apply to your cancellation unless the circumstances in our refund policy apply.

10.3. We reserve our rights to terminate our agreement and your access to the Services, with immediate effect, if you:

10.3.1. commit a material breach of your obligations under these Terms; or

10.3.2. fail to provide payment as and when it becomes due; or

10.3.3. become subject to a bankruptcy or similar financial order or proceedings; or

10.3.4. act or behave in a way which we consider may have a detrimental effect on our business or reputation; or

10.3.5. fail to positively engage with the Services or impair the delivery of the Services; or

10.3.6. fail to abide by any of these Terms or any other guidance we may provide whether such action constitutes a material breach or not.

10.4. Upon termination for any reason:

10.4.1. all terms which either expressly or by their nature relate to the period after the Services have been delivered or terminated shall remain in full force and effect; and

10.4.2. you will no longer be entitled to access or use any private groups, Sessions, or Content, unless we have expressly agreed in writing otherwise; and

10.4.3. you shall cease to use, either directly or indirectly any Content and/or Confidential Information belonging to us



and shall immediately destroy or return to us any copies in your possession.

11. Confidentiality

11.1. We want to ensure that you feel comfortable and safe sharing information, and in particular, confidential information. In these Terms, Confidential Information means ideas, personal financial information, business plans, personal information, boat buying information, plans, trade secrets, and other confidential and/or proprietary information (“Confidential Information”). It excludes any information that was already known to us before you provided it, or where it was already in the public domain, created by us, or provided to us separately by someone else without any breach of these Terms and Conditions.

11.2. When you disclose Confidential Information to us, we agree not to communicate or disclose it, make it available to others, or use it for our own purposes without your consent.

11.3. When we disclose Confidential Information to you, or it’s disclosed by another individual accessing our Services, you agree that it belongs solely and exclusively to the person disclosing it, and that you will not share it or use it in any way other than in discussions as part of your use of the Services.

11.4. Our obligations above shall not apply where it’s necessary for us to disclose in connection with legal proceedings, prospective legal proceedings, to allow us to obtain legal advice, where we have been directed to do so by a court or other body of equivalent jurisdiction or where we reasonably believe you are at risk of danger to yourself or others.

12. Intellectual Property

12.1. We take the protection of our Intellectual Property Rights in relation to our Content and Services very seriously. For the purposes of these Terms content means all materials, information, resources, data or similar content provided by us (“Content”).

12.2. When you purchase any Services, we’ll grant to you a personal, limited, non-transferable, nonexclusive, revocable license to access, view and use any Content we provide to you solely for the purposes as intended by the Services and these Terms. All other uses are strictly prohibited.

12.3. Where any Content contains intellectual property belonging to a third party you shall be responsible for seeking consent to use it. We’ll not be liable to you if you use or try to use any Content belonging to a third party.

12.4. When you purchase our Services, you agree and undertake that from the date of purchase that you WILL NOT:

12.4.1. copy, reproduce, sell, license, share or distribute any of our Content, whether during the period of provision of the Services, or at any time thereafter.

12.4.2. record any webinars, online or in-person events, videos, Sessions, or any Content.

12.4.3. infringe any of our copyrights, patents, trademarks, trade secrets or other intellectual property rights or any such rights belonging to another individual accessing the Services.

12.5. In the event of your breach then damages, loss, or irreparable harm may arise, and you accept we shall be entitled to seek relief, including injunctive relief against you.

12.6. The provisions above shall continue in force notwithstanding termination for any reason.



13. Data Protection

13.1. Personal data in these Terms means any information which is capable of identifying another individual, as further defined within the General Data Protection Regulation 2016/679 (“GDPR”).

13.2. Any Personal Data you provide to us will be maintained, stored, accessed, and processed in accordance with recognized data protection laws and legislation including the GDPR. We shall only process your Personal Data to the extent reasonably required to enable proper delivery of the Services and shall retain it only for as long as reasonably necessary to allow completion and delivery of the Services and to comply with any legal or regulatory requirements. For full details of how we process, use, collect and store your Personal Data please refer to our privacy notice which can be found at www.bluewatercruising.com.

13.3. As part of the delivery of the Services your image may be recorded in photographs, images or screenshots by us, or other individuals accessing the Services and shared on social media. By purchasing our Services and agreeing to these Terms you are providing your consent for your image to be used. Should you wish to revoke your consent you can do so by emailing us at support@bluewatercruising.com.

14. Testimonials

14.1. When you share comments, information, content, videos, photographs, graphics or images (“Client Content”) with us you’re confirming that you have the legal right to share, that it doesn’t infringe, any third-party rights, and that you grant us permission to use it in any way as part of our business services, which shall include advertising and marketing.

14.2. If you provide any testimonials, reviews or similar (“Review”) then you give permission for us to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we reasonably require to lawfully promote our business. You can amend your consent at any time by emailing us.

14.3. These provisions shall survive termination.

15. Non-Solicitation & Non-Competition

15.1. For the duration of your access to the Services and for a period of 24 months afterwards you agree NOT to:

15.1.1. canvass, promote or advertise your products or services to any of our employees, contractors, any individual who has purchased our Services (“Client”) or who is a member of any of our free groups or is considering purchasing our Services (“Prospective Client”) or use your purchase and access to the Services to canvass, promote or advertise your products or services without our express consent, such consent not to be unreasonably withheld.

15.1.2. solicit or attempt to solicit any of our clients or Prospective Clients without our express consent, such consent not to be unreasonably withheld.

15.1.3. not employ, engage, or attempt to induce, employ, solicit, or entice away from us any of our employees, or contractors that were engaged, employed or contracted to us at any point during the time of your access to the Services, without our express consent in writing, such consent not to be unreasonably withheld.

15.1.4. Create, promote, or distribute any product that is in direct competition with any BWC course or product. Primarily products that teach Bluewater Cruising, Online Business Creation, course creation or Sailing.

16. Liability

16.1. Your purchase of the Services and your compliance with these Terms does not constitute or imply any business relationship other than as set out within these Terms.

16.2. When using the Services, you may choose to review and make decisions concerning your personal and home life, business and career, finances, lifestyle, education and development and health and wellness. Any such review, subsequent decisions, implementation and/or actions will be your sole responsibility and we'll not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to and/or use of the Services.

16.3. We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:

- 16.3.1.** any indirect, consequential, or special damages, losses, or costs.

- 16.3.2.** any loss of profits, business, data, reputation, or goodwill or any such anticipated losses.

- 16.3.3.** any failure to deliver the Services where we are prevented due to a reason beyond our reasonable control; or

- 16.3.4.** any losses arising from your choice of Service requested or your use of the Services once delivered.

16.4. We do not warrant or guarantee that your access to the Services will be:

- 16.4.1.** accessible via your particular hardware or software.

- 16.4.2.** free from interruptions or errors.

- 16.4.3.** free from defects.

- 16.4.4.** suitable for your particular personal situation or circumstances.

16.5. Should you incur damages due to our default or breach, our entire liability is limited to the amount of the relevant purchase fee paid by you at the time loss is sustained. You agree and acknowledge that this term is fair and reasonable given the nature of this arrangement and the provision of the Services.

16.6. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.

16.7. Our website and any systems and processes used to deliver the Services are provided on an 'as-is' and 'as available' basis. We shall not be liable for any lack of accessibility to the Services caused by changes, amendments or routine or unexpected maintenance.

16.8. We shall not be liable where we've informed you of a problem with the Services and provided a free update and you've failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide.

16.9 You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of:

- 16.9.1.** any of these Terms.

- 16.9.2.** your use or participation in any way in any way with the Services.



16.10. During the term of your access to the Services and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or Clients, or our or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to us, our agents, employees, contractors, or Clients.

16.11. In the event a dispute arises in connection with the provision of the Services which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then either of us shall be at liberty to commence legal action.

17. No Guarantee

17.1. When purchasing the Services, you'll have access to Content designed to benefit you but it's your responsibility to act and implement the necessary information received and/ or the skills or tools shared. Your success and any results are dependent on factors which are outside of our control, and we regret that we are not able to guarantee that any particular results or success will be achieved.

17.2. We've made every effort to accurately represent the Services. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. As with any business endeavor, there is an inherent risk of loss of capital, and we make no guarantee, representation, or warranty with respect to the Services provided.

18. Qualifications

18.1. Where the Service you purchase offers the opportunity to obtain a certificate, qualification, or accreditation then you will be required to meet certain requirements or undertake an assessment to demonstrate your competency to achieve the relevant award.

18.2. The requirements and/or assessment guidelines will be provided to you during delivery of the Services and further information can be found on our website.

18.3. The decision to present you with any award shall be at our absolute discretion. Any appeals concerning our decisions should be made in writing and emailed to support@bluewatercruising.com.

18.4. No refunds will be provided where an award is not granted, although we may offer the opportunity to retake the course at no extra cost if you have fully complied with the course, attended all sessions, and have completed all assessments, any such decision will be at our absolute discretion.

19. Compliance

19.1. As part of your use of some particular Services you will have the opportunity to learn, develop and experience powerful tools and techniques. When learning and using these tools you agree to use them responsibly and ethically.

19.2. Where the Service you purchase offers the opportunity to obtain a qualification or accreditation through a third-party authority, organization, or body, you agree to comply with the ethical guidelines as set out by that third party. Should we determine that, in our reasonable opinion, you have acted in a way which is in breach of any relevant ethical guidelines then we shall be entitled to revoke your certification, accreditation or qualification and terminate your access to the Services without refund.



20. Contacting Us

20.1. Bluewatercruising LLC (“We”, “Us”, “Our”), is registered in Wyoming, United States. Our registered office is 30 N Gould St STE R, Sheridan, WY, 82801

20.2. All communication between us will be via electronic means.

20.3. We shall contact you using the email address and the telephone number you provide to us so please ensure you notify us if that changes.

20.4. Information relating to our Services will be posted on our website or sent via email or such other method as we may agree.

20.5. If you need to provide us with any notice, or you wish to contact us please email us at support@bluewatercruising.com

20.6. If you have any concerns about the Services, you agree to let us know by email to support@bluewatercruising.com and give us a reasonable amount of time to investigate and resolve your concerns before you take any further action. For the purposes of these Terms further action includes stopping payment or making any chargeback or similar claim.

21. General

21.1. No failure to actively enforce these Terms constitutes a waiver, diminution, or limitation of any right and should any part be deemed invalid or unenforceable then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

21.2. If we’re unable to deliver the Services due to act, event, omission or accident beyond our reasonable control (“Events”), including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, lockdown, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control then time for delivery shall be extended until a reasonable time after the Event and under no circumstances will we be liable for any loss or damage you suffer as a result.

21.3. If an Event arises, we’ll email you. If it continues for longer than 6 months, then either one of us can terminate by providing 14 days’ notice. Such termination shall be without prejudice to either party’s rights or any refunds will be at our discretion.

21.4. This Agreement shall be governed by the exclusive jurisdiction of the Courts of The United States and Texas and the laws from time to time in force.

21.5. You agree that no other representations have been made by us to induce you into purchasing any of our Services and no modification or variation to these Terms shall be effective unless agreed in writing.

21.6. Save as provided for in the liability section, the Contracts (Rights of Third Parties) Act 1999 shall not apply. Thank you for reading these terms and conditions, we can’t wait to work with you and to form a long-lasting working relationship with you.



Kind regards,

Bluewater Cruising



BLUEWATER CRUISING ADVENTURES BOOKING POLICY

Deposits

A deposit of 50% of the estimated total cost is required to reserve a Host and Vessel. Please note that deposits are non-refundable after Host acceptance.

Payments

The final cost of your Adventure will be determined during your onboarding call with your Coordinator, taking into account the number of guests, duration, and selected vessel. Full payment is due 30 days after receiving your Host acceptance letter. Failure to pay in full by the due date may result in cancellation of your booking and forfeiture of the deposit.

Cancellation and Refunds

We encourage you to purchase travel insurance to protect yourself from any losses due to cancellations.

- **Cancellation by You:**

- More than 90 days before the start of the Adventure: 50% cancellation fee.
- 42-89 days before the start of the Adventure: 75% cancellation fee.
- 0-41 days before the start of the Adventure: 100% cancellation fee.

- **Cancellation by Us:**

- If we are forced to cancel your Adventure, you will receive a full refund, including your deposit.

- **Cancellation Due to Unforeseen Circumstances:**

- This policy does not cover cancellations caused by events like natural disasters or pandemics. We strongly recommend purchasing travel insurance for your protection.

Rescheduling Fee

- More than 90 days before the start of the Adventure: 20% rescheduling fee.
- 42-89 days before the start of the Adventure: 35% rescheduling fee.
- 0-41 days before the start of the Adventure: 50% rescheduling fee.

Contact

For all changes and requests, please email bwca@bluewatercruising.com