

# Terms and Conditions of [www.easywavecharters.com](http://www.easywavecharters.com)

## Introduction

These Terms govern

- the use of [www.easywavecharters.com](http://www.easywavecharters.com), and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Any other contract or agreement entered into between the Owner and the Sellers shall always prevail over the provisions of these Terms. Therefore, in such cases, these Terms shall apply only residually and in accordance with applicable provisions in such agreements or contracts.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

[Www.easywavecharters.com](http://www.easywavecharters.com) is provided by:

M & H OG  
Josef Zwetzbacher Gasse 6/ 29  
3100 St. Pölten  
AUSTRIA

**Owner contact email:** [info@easywavecharters.com](mailto:info@easywavecharters.com)

## What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

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## How [www.easywavecharters.com](http://www.easywavecharters.com) works

### Intermediation

[Www.easywavecharters.com](http://www.easywavecharters.com) merely allows Users to connect to and interact with third parties. The Owner therefore is not directly involved in any such interaction nor does it intermediate, participate in or benefit economically from any contract or transaction which occurs as a consequence of such interactions.

The Service of [www.easywavecharters.com](http://www.easywavecharters.com) is provided at no monetary cost to Buyers. Products offered by the Owner or by Sellers via [www.easywavecharters.com](http://www.easywavecharters.com) are marked as such.

[Www.easywavecharters.com](http://www.easywavecharters.com) merely serves as a technical infrastructure or platform to allow Users to interact with each other. The Owner therefore is not directly involved in any such interactions between Users.

These Terms apply to the described usage of [www.easywavecharters.com](http://www.easywavecharters.com) as a platform.

Unless otherwise stated, these Terms also apply to transactions between Buyers and Sellers. This does not imply the involvement of the Owner in such transactions.

By accepting the Terms, Users fully and unconditionally release and forever discharge the Owner, its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with:

- disputes between Users, or any other person or entity,
- the Products' use, including, without limitation, any and all claims that such use violates any of Seller's intellectual property rights, copyrights, rights of publicity or privacy, "moral rights," or rights of attribution and integrity, or
- Users' activity on [www.easywavecharters.com](http://www.easywavecharters.com), including, but not limited to, Users' legal capacity, ability to complete a transaction, or pay the associated costs. User acknowledges and agrees that the Owner has no control over, and shall have no liability for any damages resulting from, the use or misuse by any other person or entity of any Products.

If the Owner becomes aware of any Products that allegedly may not conform to the Terms, the Owner may investigate the allegation and determine in its sole discretion whether to take action in accordance with the Terms. The Owner has no liability or responsibility to Users for performance or nonperformance of such activities. The Owner has the absolute right to remove and/or delete without notice any Products within its control that it deems objectionable. Users consent to such removal and/or deletion and waive any claim against the Owner for such removal and/or deletion. The Owner is not responsible or liable for failure to store posted content or other materials Users may transmit through [www.easywavecharters.com](http://www.easywavecharters.com). Users shall take measures to preserve copies of any data, material, content or information such User posts on [www.easywavecharters.com](http://www.easywavecharters.com). Any identity verification methods the Owner employs is strictly on a best efforts basis and shall not be relied upon by Users.

Buyers must read the information provided by Sellers about the terms of sale, characteristics, and technical specifications of the Product carefully. Sellers offering their Products via [www.easywavecharters.com](http://www.easywavecharters.com) are responsible for the quality and safety of the offered Products.

The Owner does not control, monitor, moderate or inspect any Products offered by Sellers via [www.easywavecharters.com](http://www.easywavecharters.com). This means that, unless provided otherwise in mandatory law, the Owner does not bear any responsibility in connection with such Products, including but not limited to their quality, safety, accuracy, or the Sellers' ability to provide them.

Likewise, the Owner does not control, monitor, moderate or inspect Buyers using [www.easywavecharters.com](http://www.easywavecharters.com). Therefore, the Owner does not bear any responsibility in connection with such Buyers' activity on [www.easywavecharters.com](http://www.easywavecharters.com), including but not limited to their legal capacity or ability to complete a transaction and pay the associated costs.

## **Who sells on [www.easywavecharters.com](http://www.easywavecharters.com)**

Products on [www.easywavecharters.com](http://www.easywavecharters.com) may be offered by third parties who may or may not qualify as Business Users, as highlighted on the relevant product page and/or during the purchasing process. Where the third party offering the Product is not a Business User, consumer rights stemming from European consumer protection provisions do not apply to the contract.

## **TERMS OF USE**

Unless otherwise specified, the terms of use detailed in this section apply generally when using [www.easywavecharters.com](http://www.easywavecharters.com).

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using [www.easywavecharters.com](http://www.easywavecharters.com), Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;

### **Content on [www.easywavecharters.com](http://www.easywavecharters.com)**

Unless where otherwise specified or clearly recognisable, all content available on [www.easywavecharters.com](http://www.easywavecharters.com) is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on [www.easywavecharters.com](http://www.easywavecharters.com) infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

### **Rights regarding content on [www.easywavecharters.com](http://www.easywavecharters.com) - All rights reserved**

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on [www.easywavecharters.com](http://www.easywavecharters.com), nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on [www.easywavecharters.com](http://www.easywavecharters.com), the User may download, copy and/or share some content available through [www.easywavecharters.com](http://www.easywavecharters.com) for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

### **Access to external resources**

Through [www.easywavecharters.com](http://www.easywavecharters.com) Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

## Acceptable use

[Www.easywavecharters.com](http://www.easywavecharters.com) and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of [www.easywavecharters.com](http://www.easywavecharters.com) and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to [www.easywavecharters.com](http://www.easywavecharters.com) or the Service, terminating contracts, reporting any misconduct performed through [www.easywavecharters.com](http://www.easywavecharters.com) or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## “Tell-a-friend”

[Www.easywavecharters.com](http://www.easywavecharters.com) gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on [www.easywavecharters.com](http://www.easywavecharters.com).

In order to take advantage of this offer, Users may invite others to purchase the Products on [www.easywavecharters.com](http://www.easywavecharters.com) by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.

If upon purchase of the Products on [www.easywavecharters.com](http://www.easywavecharters.com) any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on [www.easywavecharters.com](http://www.easywavecharters.com).

Tell-a-friend codes may be limited to specific Products among those offered on [www.easywavecharters.com](http://www.easywavecharters.com).

The Owner reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

# TERMS AND CONDITIONS OF SALE

## Paid Products

Some of the Products provided on [www.easywavecharters.com](http://www.easywavecharters.com), as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of [www.easywavecharters.com](http://www.easywavecharters.com).

## Product description

Prices, descriptions or availability of Products are outlined in the respective sections of [www.easywavecharters.com](http://www.easywavecharters.com) and are subject to change without notice.

While Products on [www.easywavecharters.com](http://www.easywavecharters.com) are presented with the greatest accuracy technically possible, representation on [www.easywavecharters.com](http://www.easywavecharters.com) through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

**The offer of Products is nonbinding. In order to complete the purchase, Users are requested to submit a binding order. Only once such order is accepted is the contract concluded.**

## Purchasing process

Any steps needed from Product choice to order submission, form part of the purchasing process.

The purchasing process includes these steps:

- Users must indicate the desired Product by selecting it, including, where possible, quantity and specific characteristics, to make it appear in the purchase selection.
- Within the purchase selection, Users may review their purchase selection, modify, remove or add items and, where provided for, give specific instructions (for instance, “send it with a gift receipt”).
- Users will use the checkout button to be redirected to the checkout view.
- Within the checkout view, Users will be given the possibility to choose the express checkout. The express checkout allows Users to finalise the purchase directly through an online payment processing service (such as “Apple Pay”, “Google Pay”). By choosing the express checkout, Users will be redirected to the selected payment platform.
- Within the checkout view, Users are required, through consecutive steps, to specify their contact details, billing and shipping address, and a shipping and payment method of their choice.
- During the purchasing process, Users may, at any time, modify, correct or change the information provided, and add a gift card, referral code or discount code (Coupon) or altogether abort the purchasing process with no consequence.
- After providing all the required information, Users must carefully review the order and, subsequently, confirm and submit it by using the relevant button or mechanism on [www.easywavecharters.com](http://www.easywavecharters.com), hereby accepting these Terms and committing to pay the agreed-upon price.

## **Order submission**

When the User submits an order, the following applies:

- Each order submitted constitutes an offer to purchase. The submission of the order creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt. Unless stated otherwise in the relevant communication, the aforementioned receipt merely indicates reception of the order and does not constitute acceptance of the order.

## **Order acceptance**

- Unless the order receipt expressly includes the acceptance of the order, in which case the contract is therefore then entered into, the purchase contract is entered into at the moment the User receives the communication of order acceptance.
- Subject to availability and to the Seller’s and/or Owner’s discretion, the order shall be accepted without undue delay.

The rejection of an order shall not entitle the User to bring any claim against the Seller or the Owner, including compensation for damages.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

## **Prices**

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on [www.easywavecharters.com](http://www.easywavecharters.com) are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

## **Offers and discounts**

Sellers may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of [www.easywavecharters.com](http://www.easywavecharters.com). Offers and discounts are always granted at the Seller’s sole discretion. Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future. Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last.

## **Coupons**

Offers or discounts can be based on Coupons.

If breach of the conditions applicable to Coupons occurs, the Seller can legitimately refuse to fulfil its contractual obligations and expressly reserves the right to take appropriate legal action to protect its rights and interests.

Notwithstanding the provisions below, any additional or diverging rules applicable to using the Coupon displayed in the

corresponding information page or on the Coupon itself shall always prevail.  
Unless otherwise stated, these rules apply to the use of Coupons:

- Each Coupon is only valid when used in the manner and within the timeframe specified on the website and/or the Coupon;
- A Coupon may only be applied, in its entirety, at the actual time of purchase – partial use is not permitted;
- Unless otherwise stated, single-use Coupons may only be used once per purchase and therefore may only be applied a single time even in cases involving instalment-based purchases;
- A Coupon cannot be applied cumulatively;
- The Coupon must be redeemed exclusively within the time specified in the offer. After this period, the Coupon will automatically expire, precluding any possibility for the User to claim the relevant rights, including cash-out;
- The User is not entitled to any credit/refund/compensation if there is a difference between the value of the Coupon and the redeemed value;
- The Coupon is intended solely for non-commercial use. Any reproduction, counterfeiting and commercial trade of the Coupon is strictly forbidden, along with any illegal activity related to the purchase and/or use of the Coupon.

## **Methods of payment**

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of [www.easywavecharters.com](http://www.easywavecharters.com).

Payment methods marked accordingly are managed directly by the Owner. In this case, the Owner collects and stores the data necessary for the processing of payments and for fulfilling any legal obligation related to them. The User may read the privacy policy of [www.easywavecharters.com](http://www.easywavecharters.com) to learn more about the data processing and Users' rights regarding their data.

Other payment methods – if any – are independently provided by third-party services. In such cases [www.easywavecharters.com](http://www.easywavecharters.com) collects no payment information – such as credit card details – but only receives a notification from the relevant third-party provider once the payment has been successfully completed.

If payment through the available methods fail, the Owner shall be under no obligation to fulfil the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

## **Payment of price in installments**

The payment of the purchase price may be settled in two or more instalments, within the deadlines specified on [www.easywavecharters.com](http://www.easywavecharters.com) or otherwise communicated by the Owner.

Specific Products may be excluded from this payment model.

If the User fails to meet any of the payment deadlines, the entire outstanding amount shall become immediately due and payable.

## **Authorization for future PayPal payment**

If Users authorise the PayPal feature which allows future purchases, [www.easywavecharters.com](http://www.easywavecharters.com) will store an identification code linked to the Users' PayPal account. This will authorise [www.easywavecharters.com](http://www.easywavecharters.com) to automatically process payments for future purchases or recurring instalments of past purchases.

This authorisation can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

## **Retention of usage rights**

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

## **Delivery**

### **Delivery subject to conditions**

The delivery of certain Products, such as alcoholic beverages, restricted content or the like, may be subject to further conditions under applicable law, the Terms or any other related document.

Upon delivery of such Products, Users may be required to provide evidence or declare that such conditions – e.g. being considered an adult under applicable law – are met.

In such situations, failure to meet the conditions set forth by law or contract may make it impossible to deliver the Products.

## **Performance of services**

The purchased service shall be performed or made available within the timeframe specified on [www.easywavecharters.com](http://www.easywavecharters.com) or as communicated before the order submission.

## Provision of personal data

To access or receive some of the Products provided via [www.easywavecharters.com](http://www.easywavecharters.com) as part of the Service, Users may be required to provide their personal data as indicated on [www.easywavecharters.com](http://www.easywavecharters.com).

## User rights

### Right of withdrawal

**Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.**

**The right of withdrawal does not apply on [www.easywavecharters.com](http://www.easywavecharters.com)**

Users acknowledge and accept that the right of withdrawal does not apply to contracts concluded over [www.easywavecharters.com](http://www.easywavecharters.com) due to the nature of its offering.

### UK User rights

#### Right to cancel

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

#### Exercising the right to cancel

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires.

When does the cancellation period expire?

- **Regarding the purchase of a service**, the cancellation period expires 14 days after the day that the contract is entered into, unless the User has waived the right to cancel.

#### Effects of cancellation

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

#### ...on the purchase of services

Where a User exercises the right to cancel after having requested that the service be performed before the cancellation period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

#### Exceptions from the right to cancel

The right to cancel does not apply to contracts:

- for the provision of services, after the service has been fully performed if the performance has begun with the consumer's prior express request, and with their acknowledgement that their right to cancel is lost once the contract has been fully performed;
- for the provision of accommodation other than for residential purposes, transport of goods, vehicle rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;

## **Brazilian User rights**

### **Right of regret**

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

**The right of regret does not apply on [www.easywavecharters.com](http://www.easywavecharters.com)**

Users acknowledge and accept that the right of regret does not apply to contracts concluded over [www.easywavecharters.com](http://www.easywavecharters.com) due to the nature of its offering.

## **Guarantees**

### **Legal guarantee of conformity for services for Consumers in Brazil**

The legal guarantee applicable to services sold by [www.easywavecharters.com](http://www.easywavecharters.com) complies with the following terms, according to the Consumer Protection Code:

- non-durable services shall have a thirty-day (30 day) guarantee; and
- durable services shall have a ninety-day (90 day) guarantee.

The warranty period starts from the end of the performance of services.

The warranty is not applicable in cases of service misuse, natural events or if it has been subjected to any maintenance other than that provided by [www.easywavecharters.com](http://www.easywavecharters.com).

The warranty may be claimed through the contact channels provided by [www.easywavecharters.com](http://www.easywavecharters.com). If applicable, the Owner shall bear the costs of shipping any goods for technical assessment.

The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty.

The regulations applicable to contractual warranties can be found in the specifications provided by [www.easywavecharters.com](http://www.easywavecharters.com). If no such information is provided, only the statutory provisions shall apply.

## **Liability and indemnification**

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

### **Indemnification**

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

### **Limitation of liability for User activities on [www.easywavecharters.com](http://www.easywavecharters.com)**

Users acknowledge and accept that the Owner merely provides Users with the technical infrastructure and features incorporated in [www.easywavecharters.com](http://www.easywavecharters.com).

The Owner does not intermediate, moderate, promote or intervene in interactions, agreements or transactions between Users and therefore bears no liability for any such interactions among Users, including the performance of any Users' obligations, except as required by applicable law.

Users, in particular, acknowledge and accept that the Owner is not involved in sales and purchases by Users qualifying respectively as Sellers or Buyers over [www.easywavecharters.com](http://www.easywavecharters.com).

This means that purchase contracts are solely entered into and performed by such Sellers and Buyers.

### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as [www.easywavecharters.com](http://www.easywavecharters.com) has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

Notwithstanding the above, the following limitation applies to all Users not qualifying as Consumers:

In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by the Owner from the User based on the contract over a period of 12 months, or the period of the duration of the Agreement, if shorter.

## **Australian Users**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

[Www.easywavecharters.com](http://www.easywavecharters.com) is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.



## Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorised access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

## Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## Common provisions

### No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

## **Service reselling**

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of [www.easywavecharters.com](http://www.easywavecharters.com) and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

## **Privacy policy**

To learn more about the use of their personal data, Users may refer to the privacy policy of [www.easywavecharters.com](http://www.easywavecharters.com).

## **Intellectual property rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to [www.easywavecharters.com](http://www.easywavecharters.com) are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with [www.easywavecharters.com](http://www.easywavecharters.com) are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

**The continued use of the Service will signify the User's acceptance of the revised Terms.** If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

## **Assignment of contract**

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## **Contacts**

All communications relating to the use of [www.easywavecharters.com](http://www.easywavecharters.com) must be sent using the contact information stated in this document.

## **Severability**

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## **US Users**

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior

agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## **EU Users**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## **Governing law**

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

### **Prevalence of national law**

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

### **Exception for Consumers in Switzerland**

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

### **Exception for Consumers in Brazil**

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialised in Brazil, Brazilian law will apply.

## **Venue of jurisdiction**

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

### **Exception for Consumers in Europe**

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

### **Exception for Consumers in Brazil**

The above does not apply to Users in Brazil that qualify as Consumers.

## **Dispute resolution**

### **Amicable dispute resolution**

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of [www.easywavecharters.com](http://www.easywavecharters.com) or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 21 days of receiving it.

### **Online dispute resolution for Consumers**

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving disputes related to and stemming from online sale and service contracts.

As a result, any European Consumer or Consumer based in Norway, Iceland, or Liechtenstein can use such platform for resolving disputes stemming from contracts which have been entered into online. The platform is [available at the following link](#).

Please note that as of 20 March 2025, no new complaints can be submitted on the platform, but it is possible to use it until 19 July 2025 for the complaints submitted by 20 March 2025. The platform will be discontinued as of 20 July 2025 following the adoption of [EU Regulation 2024/3228](#).

## Definitions and legal references

### **Www.easywavecharters.com (or this Application)**

The property that enables the provision of the Service.

### **Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

### **Brazilian (or Brazil)**

Applies where a User, regardless of nationality, is in Brazil.

### **Business User**

Any User that does not qualify as a Consumer.

### **Buyer**

Indicates any User who buys goods or services from Sellers through [www.easywavecharters.com](#), regardless of whether or not the actual transaction takes place through [www.easywavecharters.com](#).

### **Coupon**

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

### **Digital Product**

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of [www.easywavecharters.com](#).

### **European (or Europe)**

Applies where a User, regardless of nationality, is in the EU.

### **Owner (or We)**

Indicates the natural person(s) or legal entity that provides [www.easywavecharters.com](#) and/or the Service to Users.

### **Product**

A good or service available through [www.easywavecharters.com](#), such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

### **Seller**

Indicates any User who sells goods or services to Buyers through [www.easywavecharters.com](#), regardless of whether or not the actual transaction takes place through [www.easywavecharters.com](#).

### **Service**

The service provided by [www.easywavecharters.com](http://www.easywavecharters.com) as described in these Terms and on [www.easywavecharters.com](http://www.easywavecharters.com).

## **Terms**

All provisions applicable to the use of [www.easywavecharters.com](http://www.easywavecharters.com) and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

## **United Kingdom (or UK)**

Applies where a User, regardless of nationality, is in the United Kingdom.

## **User**

Any user of the Service, whether a human being or legal entity.

## **User (or You)**

Indicates any natural person or legal entity using [www.easywavecharters.com](http://www.easywavecharters.com).

## **Consumer**

Consumer is any User qualifying as such under applicable law.

Latest update: 9 June 2025