

Acceptance of Terms and Conditions

The Terms and Conditions ("Terms") listed below contain important information, obligations, rights and requirements related to the purchase and to the use of any product or service ("Experience") you have acquired utilizing this web platform called "Buzios Global" ("EF Sports and Events LLC"). All persons ("Users") who purchase, book, redeem, and/or participate in acquiring a "Buzios Global" Experience must comply with these Terms. Failure to comply results in immediate forfeiture of monies and loss of the Experience.

Purchasing and Redeeming an Experience

Purchasing a Buzios Global Experience is simple. Place your order online at www.buziosglobal.com or by telephone to the customer service department of Buzios Global via 305-705-4404. Once you place an order, your credit card will be charged by Buzios Global for the entire amount of the purchase price of the Experience price plus any applicable taxes, service fees, and any other fees specified at the time of purchase. Prior to charging your card, you will be given the exact amount of the total amount to be charged. Once charged, you have accepted the Terms and shall acquire your subject to the Terms. Notwithstanding the foregoing, since Buzios Global is a web platform facilitating a User's to acquire an experience offered by a third party provider ("Provider"), in some cases, the payment will remain pending until your dates are confirmed with the Provider.

When you purchase an Experience via the web platform of Buzios Global or telephonically with Buzios Global Travel Specialists, you are authorizing Buzios Global to act on your behalf to reserve, make payment, and facilitate the acquisition of the Experience on your behalf with Provider.

Once Buzios Global schedules the Experience on your behalf with Provider, Buzios Global will send you email confirmation of details of your purchase. This email will contain a voucher ("Experience Voucher") including a booking number ("Confirmation Number") and specific instructions for using the Experience Voucher. It is your obligation to read the Experience Voucher and the terms and conditions therein ("Provider Terms"). Failure to do so may result in you losing the Experience and your money.

You must present the Confirmation Number along with the Experience Voucher to the Provider on the date of your Experience in order for the Experience to take place. Redemption and/or participation in an Experience are conditioned upon your acceptance of these Terms and Provider Terms that apply to Experience.

Be aware that Buzios Global and/or the Provider has the right to refuse to provide any Experience or any portion thereof to you or your gift recipient for any reason.

Experience Voucher

The Experience Voucher allows the User to schedule and to participate in an Experience between the dates listed on the Experience Voucher. The Experience Voucher may offer multiple choices of an Experience, including different locations. You must present the Experience Voucher provided to you by email in order to book, redeem, and/or participate in the Experience. The Experience Voucher may not be redeemed nor exchanged for cash and may not be redeemed or exchanged for services with any other merchant, entity or other Experience supplier.

a) **Expiration Date:** Each Experience Voucher has a date of issue and the date the Experience must take place ("Expiration Date"). The Expiration Date is one year from the date the Experience was purchased which will be indicated on the Experience Voucher except if the date of Experience has been scheduled on a date which longer then a year from issuance, then, the Expiration Date is the date of the scheduled Experience).

b) You must schedule your Experience before the Expiration Date. However, please note, if you schedule your Experience for a date after your Expiration Date, you will be responsible for any difference in price for your particular Experience which must be negotiated by you directly with you by the Service Provider.

c) While not guaranteed, Expiration Dates may be extended by calling of the customer service department of Buzios Global via 305-705-4404 and must be requested PRIOR to your original Expiration Date. All extensions will be subject to a \$25 administrative fee and may be extended for a period of up to six months from the original Expiration Date depending on the Provider Terms. Only one extension may be granted per Experience Voucher.

d) **Lost or Stolen Vouchers:** Keep your Experience Voucher and/or your Experience Voucher Number in a secure place. If lost, stolen or destroyed, neither the Experience Voucher nor the Experience Voucher Number is replaceable. Buzios Global is not responsible for any loss incurred by you for a lost, stolen, or destroyed Experience Voucher or Experience Voucher Number, including without limitation losses resulting in or from identity theft or fraud.

Purchaser and Gift Recipient

You may purchase an Experience as a gift for yourself or others. If an Experience is bought by you for another User, all Terms and Provider Terms apply and it is the User's responsibility to acquaint themselves with said terms.

Limitations on Users and Experiences: As set forward above, Providers may reject anyone for any reason in utilizing an Experience. That being said, there are some Experiences that may be restricted by Providers due factors that include, but are not limited to, age, height, weight or health and this is in the sole discretion of the Provider.

a) Refund:

If you decide to return an Experience you purchased, an Experience Voucher may not be returned or redeemed for cash. Once you purchase an Experience on Buzios Global, Buzios Global will be contacting Provider of the Experience and facilitating the Experience on your behalf. If you have asked for a refund prior to this, Buzios Global will issue you a total refund. If Buzios Global has already completed this process on your behalf which only it can determine in its sole discretion, then, you will need to contact the Provider within 30 days from date of purchase for to transfer your Experience directly with the Provider. It will be solely in the Provider's discretion how to handle the cancellation. After 30 days of purchase, no refunds will be given, and any unused Experience Vouchers or Experience Confirmation Numbers are exchangeable only pursuant to the exchange policy described below.

All refunds and refunds will only be made to the original purchaser of the Experience. In other words, we can only issue a refund to the person who made the purchase and can only credit the original payment method used in the transaction.

b) Transferability

You can transfer any Experience Voucher to any third party prior to the booked date of such Experience per the Provider Terms. The new Experience Voucher holder must provide relevant information to Buzios Global and Provider. Additionally, any such transferee shall be subject to and legally bound by these Terms as well as the Provider Terms

c) Exchanges

Unused Experience Vouchers or Experience Card Numbers are not exchangeable once payment has been made to the Provider.

d) Cancellations and Rebooking

Once you have scheduled an Experience and received a booking confirmation ("Booking Date"), cancellations and rebooking are allowed up to thirty (30) days prior to the Experience, unless otherwise noted at www.buziosglobal.com for a particular Experience. Failure to appear on your Booking Date or to cancel and rebook at least thirty (30) days prior to you Booking Date (unless otherwise noted at www.buziosglobal.com), will result in the loss of the value of your Experience. Buzios Global is not obligated to accommodate schedule changes after the Booking Date, and any cancellations after the Booking Date are non-refundable. In addition, failure to appear as scheduled in your booking confirmation to participate in your Experience constitutes a "no-show" and results in a nonrefundable cancellation and a forfeiture of your Experience. All rebooking's must be booked and the Experience Voucher must be used by the Booking Date.

Selecting and the Use an Experience

a) Experience Providers

Providers are located domestically and internationally and Buzios Global is continuously adding locations and services to our platform. If we need to change or withdraw venues or Experiences due to circumstances beyond our control, comparable alternatives will be offered. In such cases, Users will be able to exchange their Experience Voucher for a different Experience of the same monetary value. Providers have Provider Terms. In order to participate in the Experience, Users will be required to accept the Provider Terms. Users may also be required to execution an assumption of risk and/ or release form by Provider and will be informed of this when they redeem their Experience Voucher or by the Experience Provider at the time of the Experience.

b) Experience Descriptions

Any pictures used in Buzios Global promotional materials are for illustration purposes only and may not reflect the specific details of the actual Experience. The Experience description as provided by Buzios Global is a summary at the time of print and may change, subject to Buzios Global or the Experience Provider's discretion. As such, descriptions in Buzios Global marketing materials may not fully or precisely describe the actual Experience received. The most current Experience descriptions are available at www.buziosglobal.com

The chronology and duration of each Experience stated by Buzios Global, if any, is an approximation of the time you will spend at the venue and may vary depending on the Provider, the location of the Experience, or other factors. In addition, when the Experience includes multiple participants, there may be waiting and/or instruction time at the time of the Experience. No refunds will be given after an Experience due to complaints are different than advertised.

c) Experience Restrictions

Buzios Global uses commercially reasonable efforts to communicate all Terms, conditions, limitations, and restrictions applicable to participation in an Experience at the time of Booking Date, such as age or height restrictions, health factors, equipment requirements, and other such information. This information is available at www.buziosglobal.com and will be included in all booking confirmations. Buzios Global strives to keep Experience information as up to date as possible. However, details of each Experience are subject to change from time to time and may vary among Providers and/or locations.

In addition, the Provider may contact you in order to provide additional information or restrictions about the Experience prior to your scheduled date of participation. It is your responsibility to comply with all necessary requirements of your Experience as set out on the Buzios Global website

or as otherwise provided by Provider. Cancellations of your Experience after the Booking Date due to your inability to meet these requirements or the inability of any other Experience participant to meet these requirements is subject to the cancellation and rebooking policies described in these Terms. Buzios Global does not warrant the correctness, accuracy, or reliability of any documents or other information provided about an Experience by Buzios Global. Nor does Buzios Global warrant or represent any information or correctness of any information issued by or disclosed by Provider.

d) Persons with Disabilities

Blue recognizes that persons with disabilities may have difficulty participating in certain Experiences. While certain Experiences may require certain physical abilities, Buzios Global encourages the involvement of all persons in the Experiences to the most reasonable extent possible according to Provider Terms. To help us meet your needs, we ask that you inform us of any relevant disability when your Experience is booked so we can inform Provider and Provider can determine whether the Experience is feasible for you. For any further questions or comments, please call the Buzios Global Customer Services Department at 305-705-4404 or email us contact@buziosglobal.com.

e) Availability

All Experiences are subject to availability and must be booked in advance. Buzios Global makes no claim or guarantee as to the availability of any specific Experience. Guidelines and suggestions for advanced booking will vary by Experience and are provided on www.buziosglobal.com and during the booking process. In the case of overbooking, mechanical difficulties, acts of God, force majeure, equipment availability, celebrity illness, weather conditions, or other acts or events outside the control of Buzios Global or the Provider, or Acts of God, Buzios Global with Provider's guidance may make a reasonable substitution on the day of the Experience. If substitution is not possible, Buzios Global reserves the right to cancel the Experience on short notice and refund said monies.

f) Travel and Other Expenses Related to Experience

Unless otherwise expressly stated on the www.buziosglobal.com website, the cost of an Experience does not include travel or transportation to and from the specific location of the Experience, accommodations, meals, or other travel-related expenses. Each User is responsible for making his or her own travel arrangements, as applicable, to use the Experience, and is solely responsible for meeting any passport or other travel documentation requirements. Buzios Global is not responsible for damages or losses of any kind whatsoever that may result from travel to any Experience location.

g) Withdrawal of an Experience or Location

In the event that Buzios Global permanently cancels, terminates or withdraws an Experience, you shall be entitled to exchange for another Experience of the same or similar value. You shall not be

entitled to a refund or exchange in the event you fail to participate in a booked Experience unless you have cancelled and rebooked under the rules set forth in these Terms.

h) Provider Cancellations

If for reasons including but not limited to weather, mechanical or equipment problems, malfunctions or unavailability, venue issues, celebrity illness or other no-shows or acts of God, an Experience is cancelled. In such event, you shall be entitled to rebook or exchange Experience in accordance with these Terms. Buzios Global shall not be responsible for any losses, damages, expenses or liabilities you incur in connection with a cancelled Experience.

i) Accuracy of Experiences

Buzios Global reserves the right to delete, add to or otherwise change the description, Terms and the prices for any Experience without prior notice. Buzios Global shall use commercially reasonable efforts to update the Website to reflect any deletions, additions or other changes to the description or price for any Experience. However, the Provider shall be ultimately responsible for the accuracy of the description of the relevant Experience(s), including without limitation, the exact location, estimated duration, waiting times, instruction requirements, minimum and maximum number of other Users and any other limitations, restrictions or requirements related to the relevant Experience, such as age, height, physical condition, weather or other limitations, restrictions or requirements. Pictures and descriptions of Experiences are included at www.buziosglobal.com strictly for illustrative purposes and might not accurately reflect the actual Experience.

j) Accuracy of Website

Buzios Global makes reasonable efforts to ensure the accuracy and completeness of the material and information contained at www.buziosglobal.com. However, the Website still may contain technical inaccuracies or typographical errors. Buzios Global makes no warranties or representations as to its accuracy and assumes no liability or responsibility for any errors or omissions in the material or content contained in the Website. Buzios Global provides such content and material, including the text, graphics and links, to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR FREEDOM FROM COMPUTER VIRUSES.

PRIVACY POLICY

Buzios Global respects your privacy. Buzios Global intends to use and retain the personal information about yourself that you provide to Buzios Global on www.buziosglobal.com only to process your purchases and/or redemptions of Buzios Global Vouchers and to send you other information about Buzios Global including but not limited to marketing and/or promotional materials, and will not be used for any other purpose, except as provided herein. Buzios Global will not sell or knowingly disclose your personal information to any third party; provided, however,

Buzios Global may compile or derive statistical information from your personal information to be aggregated with the statistical information compiled or derived from other visitors to the Website. However, such statistical information cannot be traced to you. Buzios Global uses aggregated statistical information to better serve our guests and visitors to this Website and improve the manner in which the business of Buzios Global is conducted.

In connection with the regulatory requirements applicable to Buzios Global, Buzios Global cannot promise that all of your personal information will never be disclosed. For example, Buzios Global may be compelled or determine it is necessary or appropriate to disclose your personal information to the government or third parties in connection with law enforcement actions and legal disputes involving fraud, misappropriation of intellectual property, infringement of intellectual property rights or other conduct that may expose us to liability. In addition, although Buzios Global has adopted industry standard practices to safeguard your personal information, there is no such thing as perfect security regarding information transmitted by way of the Internet. Unauthorized third parties may unlawfully intercept or access transmissions containing your personal information. Therefore, Buzios Global does not promise, and you should not expect, that your personal information will always remain private.

The Website may use "cookies" on certain pages to optimize your experience. These "cookies" reside on the hard drive of your computer. These "cookies" transmit no information about you or your computer to us. You may be able to alter your Internet browser to reject "cookies", although doing so may affect your ability to consummate certain transactions on this Website.

That being said, Experiences are fun and you will be recording images of yourself and others as well as our Providers of you participating as a User in an Experience, you expressly authorize us a non-exclusive license to utilize these images and your likeness and, statements to market and promote Buzios Global. This license shall extend to use in all forms of media, now known or hereinafter developed. For example, we may share your experience, whether comments or photos via Social Media Platforms such as Facebook, Twitter, Instagram, Google+, Pinterest etc.

Indemnification

You understand that Buzios Global is not the Provider, nor does it Provide any Experience listed on its website. It simply assists you, as User in finding Experiences that are offered by Providers. The Provider provides the Experience. That being said, some Experiences may be dangerous and/ or risk physical injury, you must understand and agree to this. By purchasing an Experience, you assume ALL the risks of the Experience and Buzios Global assumes none.

Buzios Global makes absolutely no warranties and representations of any kind in connection with the website and/ or an Experience.

That being said, you agree to defend, indemnify, and hold harmless Buzios Global, its licensors, licensees, Providers, and other suppliers and their respective parents, subsidiaries, and affiliated companies, and the officers, directors, shareholders, employees, and agents of all such entities,

from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including, without limitation, reasonable legal and accounting fees, brought by you or any third parties (collectively, "Claims") arising out of or resulting from: (1) your use of the Blue service; (2) your participation in Experience, regardless of whether your Claim is based in tort, strict liability, or any other legal theory; (3) your violations of these Terms; (4) your violation of any law or the rights of a third party; and (5) your use of the www.buziosglobal.com

Limitations of Liability and Release

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Despite the limitations and release above, if Buzios Global and Affiliates are found liable for any loss or damage which arises out of or if in any way connected with any of the occurrences described above, then the liability of Buzios Global and Affiliates shall in no event exceed, in the aggregate, the greater of (a) the amounts paid for the Experience giving rise to your claim, or (b) one hundred dollars (US \$100.00). The limitation of liability reflects the allocation of risk between the parties. The limitations of liability and release provided in these Terms inure to the benefit of Buzios Global and Affiliates and shall survive the termination of your relationship with Buzios Global for any reason.

General Provisions

If any provision of these Terms is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. The failure of you or Buzios Global to enforce any of the provisions of these Terms shall not be construed to be a waiver of such provision or the right of you or Buzios Global to enforce such provisions in the future. Buzios Global disclaims all responsibility for any errors stated herein, on the www.buziosglobal.com website, or in any other documentation or other information provided by Buzios Global or Provider, which errors are subject to correction.

These Terms will be governed in all respects by the laws of the State of Florida, U.S.A., excluding its conflict of laws principles. You and Buzios Global agree to work together promptly and in good faith to resolve any disputes between you and Buzios Global. If not sooner settled, any disputes arising under this Agreement shall be resolved by a state or federal court of competent jurisdiction located in the State of Florida, U.S.A., and you irrevocably submit to the exclusive jurisdiction of such courts.

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