

1) Website Ownership / The Offering / Binding of Terms:

This websites: www.puravidafilmmakers.com and puravidapictures.com, are owned and operated by Pura Vida Studios LLC Reg. No L22000432239 and is responsible for the collection of payment. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors Tours, Classes, Retreats, Getaways, Workshops and Creative Media Production Services. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

2) Terms of Use and Account Requirements:

In order to use our website and/or receive our services, you must be at least eighteen (18) years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

3) Retention of Right to Change Offering:

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

4) Payments:

Payments will be invoiced and processed through Pura Vida Studios LLC. When paying for our services, you agree that: (i) you are responsible for reading the full description listed before making a commitment to purchase it: (ii) you enter into a legally binding contract to purchase our service when you commit to buy a listed service and you complete the check-out payment process.

The prices we charge for using our services are listed on the website. We reserve the right to change our prices displayed at any time, and to correct pricing errors that may inadvertently occur. "The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged separately to your payment method."

To secure the space, a minimum guaranteed deposit of \$500 USD is required at the time of booking. Payments may be made in full or in payment plans at time of booking with the deposit (outlined herein):

- FULL PAYMENT OPTION: Pay full amount one time through our secure payment services outlined on our site. \$500 Of payment is referred to as "deposit" forthwith in cancellation policy.

- PAYMENT PLAN: With a \$500 deposit at initial booking, the remaining balance can be paid in three stages as follows:

- a. 60 days prior the arrival: Minimum 40% of the grand total of the reservation.
- b. 45 days prior the arrival: Minimum 60% of the grand total of the reservation.
- c. 30 days or less prior the arrival: Remaining or full balance is due.

5) Cancellation & Refund Policy:

Within 48 hours of booking: All bookings may be cancelled within 48 hours of booking via email or text for a 'no questions asked' 100% refund to original payment OR clients wishing to reschedule may choose to apply the

deposit or payment as credit to use within 3 months from the original date of visit. **IF applicable, a 10% fee will be deducted to cover any bank refund fees and administrative fees. No exception.**

- a. **90 – 61 days prior arrival date:** Full Refund on any payments- minus the \$500 deposit which may be used as credit. The \$500 deposit credit can be used to book within 90 days for future getaways up to one year (365 days) from cancellation date; or otherwise forfeited.
- b. **60 – 31 days prior arrival date:** Full Refund or Credit on payments- minus the \$500 deposit. The \$500 deposit is non-refundable and can NOT be reapplied.
- c. **30 days or less prior to arrival:** \$500 Deposit credit only. No Refund on additional payments. The \$500 deposit can be used as credit- within 90 days - for future getaways up to one year (365 days) from cancellation date; or is forfeited.
- d. **No Show Policy:** No Refunds. Subject to forfeit full payments and deposit.

Add-On & Activity Payments & Cancellation:

- a. Tour / Retreat Add-On Payments are due two (2) weeks prior to start date in order to reserve bookings.
- b. All activity & add-on services must be cancelled seven (7) days or more- in advance for a full refund. NO REFUNDS for Add-On cancellations less than 7 days.

6) Force Majeure:

If for any reason beyond the ‘Organizer’s’ or the individual guest’s reasonable control, including but not limited to civil disorder; disasters; acts of war; acts of God; fires; flood or other emergency conditions; any delay in necessary and essential repairs of the accommodations; the ‘Organizers’ or the individual guest is unable to perform its obligations under the Agreement, such non-performance is excused and such party may terminate this agreement without further liability of any nature, upon return of “Client’s” deposit.

7) Insurance:

We do not provide insurance. You must secure your own travel and health insurance. We highly recommend that all guests secure travel insurance that will cover their possible cancellation due to any and all unforeseen circumstances or events.

8) Ownership of Intellectual Property, Copyrights and Logos:

- a. The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Pura Vida Studios. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.
- b. You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

9) The Right to Suspend or Cancel User or Membership Accounts:

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions

to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

10) Indemnification:

You agree to indemnify and hold Pura Vida Studios harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

11) Limitation of Liability:

To the maximum extent permitted by applicable law, in no event shall Pura Vida Studios or Pura Vida Studios websites 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.

To the maximum extent permitted by applicable law, Pura Vida Studios and websites assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

12) Right to Change and Modify Terms:

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

13) Promotional Emails and Content:

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time at contact@puravidafilmmakers.com.

14) Dispute Resolution:

a. Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND PURA VIDA STUDIOS LLC AND EACH OF OUR RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Please visit www.adr.org for more information about arbitration.

i. Commencing Arbitration. A party seeking arbitration must first send to the other by mail or electronic mail, a written notice of intent to arbitrate (a "Notice"), or, in the absence of a mailing address provided by you to Pura Vida Studios, to you via any other method available to Pura Vida Studios, including via e-mail. The Notice to Pura Vida Studios should be addressed to contact@puravidafilmmakers.com (the "Address"). The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought (the "Demand"). If the claim is not resolved within 30 days after the Notice is received, then you or Pura Vida Studios may

commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE “Rules”), AS MODIFIED BY THESE TERMS. The Rules and AAA forms are available at www.adr.org. If you are required to pay a filing fee to commence arbitration against Pura Vida Studios, then Pura Vida Studios will promptly reimburse you for your confirmed payment of the filing fee upon Pura Vida Studio’s receipt of Notice at the Address that you have commenced arbitration along with a receipt for the filing fee, unless your Demand is equal to or greater than \$1,000 or was filed in bad faith.

ii. Arbitration Proceeding. The arbitration will be in English. A single independent and impartial arbitrator with his or her primary place of business in Broward County, Florida, will be appointed pursuant to the Rules, as modified herein. You and Pura Vida Studios agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (B) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (C) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

iii. No Class Actions. YOU AND PURA VIDA STUDIOS AGREE THAT YOU AND PURA VIDA STUDIOS MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THIS ENTIRE MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this deadline by 30 days in the interests of justice. Arbitration proceedings will be closed to the public and confidential, and all related records will be permanently sealed, except as necessary to obtain court confirmation of the award. The award will be in writing and will include a statement setting forth the reasons for the claim’s disposition. The arbitrator will apply Florida state law during the arbitration. You agree that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in These Terms. If the dispute is finally resolved through arbitration in your favor, Pura Vida Studios will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; (B) the last written settlement amount offered by Pura Vida Studios in settlement of the dispute prior to the arbitrator’s award; or (C) \$1,000.

b. Equitable Relief. The foregoing provisions of this Section 14 do not apply to any claim in which Pura Vida Studios seeks equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by Pura Vida Studios or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Pura Vida Studios, and your only remedy will be for monetary damages, subject to the limitations of liability set forth above.

c. Claims. You and Pura Vida Studios agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Service, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

d. Improperly Filed Claims. All claims you bring against Pura Vida Studios must be resolved in accordance with this Section 14. All claims filed or brought contrary to this Section 14 will be considered improperly filed. Should you file a claim contrary to this Section 14, Pura Vida Studios may recover attorneys' fees and costs up to \$5,000, provided that Pura Vida Studios has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

e. Modifications. If Pura Vida Studios changes the Mandatory Arbitration provision (other than a change to Pura Vida Studio's Address), then you may reject any such change by sending us written notice to Pura Vida Studio's Address within 30 days of the change, in which case your Account and your right to use the Service will terminate immediately, and this Section 14, as in effect immediately prior to the amendments you reject, will survive termination of these Terms.

f. Enforceability. If only Section 14.a.iii or the entirety of this Section 14 is found to be unenforceable, then the entirety of this Section 14 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 15 will govern any action arising out of or related to these Terms.

15) Governing Law; Choice of Forum.

The laws of the State of Florida, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws; provided, however, that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any provision of these Terms. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of the state and federal courts located in Florida and you hereby irrevocably submit to personal jurisdiction in such courts and waive any defense of inconvenient forum.

16) Customer Support Details & Contact Info:

We may be contacted via: www.puravidafilmmakers.com; contact@puravidafilmmakers.com; and puravidapictures.com

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