

USERS
PLATFORM TERMS AND CONDITIONS OF USE – (BOOKING MY SURF)

1 Who we are and how to contact us

- 1.1 www.bookingmysurf.com ("**Platform or Website**") is operated by Amana Group Pty Ltd trading as Booking My Surf ACN 683 549 582 ("**Company, we, us and our**"). To contact us, please email to admin@bookingmysurf.com.
- 1.2 The Platform is an online marketplace that enables independent service providers ("**Partner, you and your**") to offer, promote and manage services including surf lessons, surf camps, accommodation, guided tours, wave pool sessions, photography, boat-charters and other surf-related activities to individual users ("**Users**"). The Platform allows Partners to create listings, receive bookings, and communicate with Users through a secure online environment.
- 1.3 We provide technology-enabled services that facilitate: (i) the creation and publication of Partner listings ("**Listings**"); (ii) the browsing, selection and booking of those Listings by Users; and (iii) payment processing and in-Platform communication (together, the "**Booking Services**"). These Booking Services, along with related support services such as scheduling, payment processing, and in-platform communication, are provided through the Platform, including our website and mobile applications (collectively, the "**Services**").
- 1.4 The Platform acts solely as a facilitator to connect Partners and Users. We do not own, operate, manage or control any of the services offered by Partners and are not a party to any contract formed between a Partner and a User. Each booking made through the Platform constitutes a direct contractual arrangement between the User and you as the Partner.

2. Definitions and Interpretation

In these Terms, unless the context otherwise requires:

"Platform" or "Website" means the website located at www.bookingmysurf.com and any associated mobile applications, software, or digital services operated by the Company.

"Services" means the Booking Services and all related support services provided through the Platform, including scheduling, payment processing, and in-platform communication.

"Partner" (also referred to as "you" and "your") means an independent service provider who registers on the Platform to offer surf-related services to Users.

"User" means an individual who accesses the Platform for the purpose of browsing, selecting, or booking services offered by Partners.

"Listing" means a service offering created and published by a Partner on the Platform, including all descriptions, pricing, availability, and terms.

"Subscription Plan" means the tiered access plans (Free, Pro, or Premium) through which Partners access and use the Platform.

"Subscription Fee" means the recurring fee payable by Partners for access to Pro or Premium Subscription Plans.

"Commission Fee" means the 15% fee automatically deducted from each booking transaction as compensation for the Platform's services.

"Payment Processor" means the third-party payment service provider(s) used by the Platform to process payments, including but not limited to Stripe Connect (for automatic payments, if enabled) and PayPal (upon

request).

"Content" or "Your Content" means any materials, information, images, descriptions, reviews, messages, or other content uploaded, posted, transmitted, or shared by a Partner on the Platform.

"Partner Account" or "Account" means the registered account created by a Partner to access and use the Services.

"Force Majeure" means any event or circumstance beyond a party's reasonable control, including natural disasters, government restrictions, public health emergencies, or other unforeseeable events that prevent or delay performance of obligations under these Terms.

"Confidential Information" means all non-public information relating to the Platform's internal processes, pricing structures, business methods, documentation, technical information, and security systems.

"Minimum Term" means the initial 3-month subscription period applicable to Pro and Premium Subscription Plans.

By using our Platform, you accept these Terms

- 2.1 By accessing or using our Platform, you confirm that you have read, understood and agree to be bound by these Terms and Conditions ("**Terms**"). If you do not agree to these Terms, you must not use our Platform or the Services.
- 2.2 Use of the Platform is limited to individuals and entities who are at least 18 years old and legally capable of entering into binding commercial agreements. By registering as a Partner, you represent and warrant that you operate a legitimate business or provide services in a professional capacity and that you hold any required qualifications, licences, or insurance relevant to the services you offer.
- 2.3 A legally binding agreement between us is formed when you take any of the following actions:
tick a checkbox or select an option indicating your acceptance of these Terms during registration or checkout;
submit payment for a booking through our designated payment processor (e.g., Stripe, PayPal) ("**Payment Processor**"); or
otherwise access or use any part of the Services after being made aware of these Terms.

3. Registration & Use of the Platform (For Users)

Registration Process

- 3.1 To access and use the Booking My Surf platform, you must create a user account ("Account"). By completing the registration process, you agree to be bound by these Terms and Conditions.
- 3.2 Your account allows you to browse, book, and manage surf-related services offered by independent Partners through the Platform. Booking My Surf acts as a booking and marketplace platform only and is not a provider of surf services.
- 3.3 You may be required to provide personal information as part of registration or ongoing use of the Platform, including but not limited to:
 - your full name;
 - email address and contact details;
 - phone number;

- billing and payment information;
- emergency contact details (where required for certain activities); and
- any other information reasonably required to process bookings or ensure safety.

3.4 You agree that all information you provide must be accurate, complete, and kept up to date. You are responsible for updating your Account details if your information changes.

4. Account Use & Responsibilities

By using the Platform, you agree that:

4.1 Account security

- Your Account is personal to you and must not be shared with any other person.
- You are responsible for maintaining the confidentiality of your login details.
- You must notify us immediately if you become aware of any unauthorised access or security breach.

4.2 Eligibility & bookings

- You must be at least 18 years old to create an Account and make bookings directly.
- Minors are not permitted to create Accounts or book services on their own. Any booking involving a minor must be made by a parent or legal guardian, who remains fully responsible for the booking and the minor's participation.
- You are responsible for ensuring that all participants in a booking meet the Partner's stated age, skill, fitness, and safety requirements.

4.3 Use of the Platform

- You may use the Platform only for personal, non-commercial purposes and in accordance with these Terms.
- You must not misuse the Platform, including by attempting to interfere with its operation, security, or availability.
- You must not use automated systems, bots, scrapers, or data-mining tools to access the Platform.

4.4 Communication & conduct

- You agree to communicate respectfully and professionally with Partners and the Platform at all times.
- Any messages, reviews, or content you post must be truthful, based on your genuine experience, and not misleading, defamatory, abusive, or unlawful.
- Fake, promotional, or retaliatory reviews may be removed.

4.5 Bookings & services

- When you make a booking, you enter into a direct agreement with the Partner providing the service.
- You agree to comply with the Partner's Listing details, service rules, safety instructions, and cancellation policies.
- You acknowledge that surf and outdoor activities may involve inherent risks, and you participate at your own risk unless otherwise required by law.

4.6 Prohibited behaviour

- You must not:
 - misrepresent your identity or booking details;
 - attempt to bypass the Platform's payment system;
 - solicit or arrange off-platform payments for services listed on Booking My Surf;
 - use the Platform for unlawful, unsafe, or fraudulent purposes.

4.7 Platform Limitations

You acknowledge and agree that:

- Booking My Surf does not own, operate, or control the services provided by Partners.
- We do not guarantee the quality, safety, legality, or suitability of any service listed.
- Any issues, injuries, losses, or disputes arising from a booked service are primarily between you and the Partner, subject to applicable consumer protection laws.

4.8 Changes & Ongoing Use

We may update these Terms from time to time. Continued use of the Platform after any updates means you accept the revised Terms.

5. Bookings and Payments

5.1 Making a Booking

All bookings for services listed on Booking My Surf must be made through the Platform. Bookings made outside the Platform are not supported, protected, or administered by Booking My Surf and may not be eligible for refunds, vouchers, or customer support.

When you make a booking, you are booking directly with the Partner offering the service. Booking My Surf acts as a booking, payment processing, and marketplace platform only and does not provide surf services itself.

5.2 Booking Confirmation & Contract Formation

A booking is not confirmed until:

- you complete the booking flow on the Platform;
- payment is successfully authorised; and
- you receive a booking confirmation via the Platform (including confirmation email or in-account notification).

Once confirmed, a binding agreement is formed directly between you and the Partner for the selected service, subject to these Terms, the Partner's Listing details, and the Platform's Cancellation and Refund Policy.

5.3 Booking Flow Acceptance

By clicking "**Confirm Booking**", "**Book Now**", or any similar confirmation button during the checkout process, you acknowledge and agree that:

- you have reviewed and accepted:
 - these User Terms and Conditions;
 - the Platform Cancellation and Refund Policy;
 - the Partner's Listing details, including pricing, inclusions, exclusions, skill or fitness requirements, equipment requirements, safety conditions, and cancellation terms;
- you understand that surf and outdoor activities may involve inherent risks;
- you confirm that all information you have provided is accurate and complete;
- you are authorised to make the booking and payment, including on behalf of any additional participants; and
- where the booking includes a minor, you confirm that you are the parent or legal guardian and accept full responsibility for the minor's participation.

If you do not agree to these terms, you must not proceed with the booking.

5.4 Pricing & Listing Information

All prices, service descriptions, inclusions, exclusions, cancellation terms, age limits, skill requirements, and equipment requirements are set by the Partner and displayed on the Platform at the time of booking.

You are responsible for reviewing all Listing details carefully before confirming your booking. Booking My Surf does not guarantee the accuracy of Partner-provided information but may require corrections where inaccuracies are identified.

5.5 Payments & Payment Holding

Payments are securely processed through the Platform using third-party payment providers.

Depending on the service type and payment schedule:

- payment may be temporarily held by the Platform; and
- funds may be released to the Partner only after the service has been delivered, in accordance with the Platform's payment and release procedures.

You authorise Booking My Surf to:

- collect payments on behalf of the Partner;
 - hold, release, deduct, or adjust payments where required under these Terms; and
 - process refunds or issue vouchers in accordance with the Platform Cancellation and Refund Policy.
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5.6 Taxes, Fees & Currency

Unless otherwise stated:

- all prices are displayed in the currency shown at checkout;
 - applicable taxes may be included or added at checkout depending on the Partner's location and tax obligations; and
 - Booking My Surf may charge service or processing fees, which will be clearly disclosed before you confirm your booking.
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5.7 Payment Disputes & Chargebacks

You agree not to initiate chargebacks or payment disputes through your bank or payment provider without first contacting Booking My Surf to attempt resolution.

Unauthorised or unjustified chargebacks may result in:

- suspension or termination of your Account; and
 - recovery of associated chargeback, administrative, or processing fees, to the extent permitted by law.
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5.8 Booking Records

Your booking details, payment history, and confirmations will be accessible through your Account. You are responsible for keeping copies of booking confirmations and reviewing your booking details promptly after confirmation.

6. Cancellations by Partners

Once your booking is confirmed through the Platform, a binding agreement is formed directly between you and the Partner providing the service. Booking My Surf is not a party to that service contract. However, all cancellations and refunds are handled in line with the Booking My Surf Cancellation and Refund Policy, as published on the Platform from time to time.

6.1 When a Partner Cancels

Partners are expected to honour all confirmed bookings. A Partner may only cancel a confirmed booking in genuine emergencies or unavoidable circumstances.

If a Partner is unable to deliver a confirmed service, they must notify you and the Platform as soon as possible and, where reasonably practicable, no later than 24 hours before the scheduled start time.

6.2 Your Entitlements

If a Partner cancels your confirmed booking, you will be entitled to choose **one** of the following:

- a **100% refund** to your original payment method; or
- a **full-value Booking My Surf voucher**.

Refunds and vouchers are processed by Booking My Surf in accordance with the Platform's Refund Processing Method.

Vouchers are non-transferable and may only be used by the original account holder, unless otherwise stated.

6.3 Rebooking & Alternatives

Where possible, and with your agreement, the Platform may assist in:

- rescheduling the service with the same Partner; or
- reallocating your booking to another suitable Partner offering a comparable service.

If no suitable alternative is available or you choose not to proceed, your booking will be cancelled and refunded or credited as outlined above.

6.4 Weather & Force Majeure

If a service cannot proceed due to unsafe weather, surf conditions, or other events beyond reasonable control (including force majeure events), the Partner must notify you and the Platform immediately.

In these situations, the Platform may, at its discretion:

- facilitate a rescheduled session; or
- process a refund or voucher in accordance with the Platform Cancellation and Refund Policy.

6.5 Platform Oversight

To protect surfers and maintain service reliability, Booking My Surf actively monitors Partner cancellations. Partners who repeatedly cancel bookings may face account restrictions, reduced visibility, suspension, or removal from the Platform.

While Booking My Surf is not responsible for the delivery of services, we may intervene to facilitate refunds, rescheduling, or administrative solutions where a Partner cancellation affects your booking.

7. User-Initiated Cancellations

7.1 Cancellation More Than Thirty (30) Days Before the Service

If you cancel a booking more than thirty (30) days before the scheduled service start date:

- you will receive a **Booking My Surf voucher equal to 100% of the booking value paid** (less applicable taxes);
- the voucher may be used for any eligible service available on the Platform; and
- the voucher will be valid for **twelve (12) months** from the date of issue.

No cash refunds will be issued for cancellations under this clause.

7.2 Cancellation Between Thirty (30) and Seven (7) Days Before the Service

If you cancel a booking between thirty (30) and seven (7) days before the scheduled service start date:

- you will receive a **Booking My Surf voucher equal to 80% of the booking value paid** (less applicable taxes);
- the voucher will be valid for **twelve (12) months** from the date of issue.

No cash refunds will be issued for cancellations under this clause.

7.3 Cancellation Between Seven (7) and Two (2) Days Before the Service

If you cancel a booking between seven (7) and two (2) days before the scheduled service start date:

- you will receive a **Booking My Surf voucher equal to 65% of the booking value paid** (less applicable taxes);
 - the remaining **35%** of the booking value will be retained to reflect amounts already released to the Partner and administrative and operational costs incurred by the Platform.
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7.4 Cancellation Less Than Forty-Eight (48) Hours Before the Service

If you cancel a booking less than forty-eight (48) hours before the scheduled service start date:

- **no refund or voucher will be issued**; and
 - the full booking amount will be forfeited in recognition of the Partner's preparation and commitment to deliver the service.
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7.5 No-Show

If you fail to attend a booked service without prior notice:

- **no refund or voucher will be issued**; and
 - the booking will be treated as completed for payment purposes.
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7.6 . Medical Cancellations

Eligibility

If you are unable to attend a booked service due to a verified medical condition, the Platform may, at its discretion, issue:

- a **Booking My Surf voucher equal to 100% of the booking value paid**, less applicable taxes, regardless of when the cancellation occurs.

Required Medical Evidence

To qualify for a medical cancellation, you must provide valid medical documentation, which may include:

- a medical certificate;
- a doctor's letter; or
- hospital or clinic documentation.

The documentation must clearly:

- confirm the existence of the medical condition;
- state that you were unable to attend the booked service; and
- include the date the documentation was issued.

Submission Timeframe

Medical documentation must be submitted within **twelve (12) days** of the scheduled service date, unless otherwise approved in writing by the Platform.

7.7 Verification & Fraud

The Platform reserves the right to verify all medical documentation.

If documentation is incomplete, unclear, unverifiable, misleading, or fraudulent:

- no refund or voucher will be issued; and
 - your Account may be suspended or terminated in accordance with these Terms.
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7.8 Force Majeure Events

A **Force Majeure Event** includes circumstances beyond reasonable control, such as:

- natural disasters or extreme weather events;
- government restrictions, lockdowns, or regulatory actions;
- public health emergencies; or
- transport strikes or major infrastructure failures.

If a booking cannot proceed due to a Force Majeure Event, the Platform will determine the appropriate outcome on a case-by-case basis, taking into account:

- the nature of the event;
- the timing of the cancellation; and
- amounts already released to the Partner.

Unless the Platform determines otherwise, the default outcome will be:

- a **Booking My Surf voucher equal to 100% of the booking value paid**, less applicable taxes.

At its discretion, the Platform may instead:

- facilitate rescheduling;
 - issue a partial or full refund; or
 - adjust commissions and Partner payouts where reasonably necessary.
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8. Vouchers – Important Information

- All Booking My Surf vouchers are **non-transferable**.
 - Vouchers may only be used by the original account holder.
 - Vouchers may not be exchanged for cash unless required by law.
 - Voucher expiry dates are strictly enforced unless otherwise required by applicable consumer laws.
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9. Account Suspension & Termination

9.1 Our Right to Suspend or Terminate

We may suspend, restrict, or terminate your Account, with or without notice, where we reasonably believe that you:

- have breached, or attempted to breach, these Terms;
 - have provided false, misleading, incomplete, or inaccurate information;
 - have engaged in fraudulent, deceptive, abusive, or unlawful conduct;
 - have misused the Platform, including attempting to bypass the payment system or arrange off-platform transactions;
 - have interfered with, disrupted, or attempted to compromise the security or operation of the Platform;
 - have submitted false, misleading, retaliatory, or abusive reviews;
 - have repeatedly cancelled bookings, failed to attend booked services (no-shows), or otherwise demonstrated behaviour that negatively impacts Partners or other Users;
 - pose a safety risk to Partners, staff, other Users, or third parties; or
 - pose a reputational, legal, or commercial risk to Booking My Surf.
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9.2 Suspension Measures

Depending on the nature and severity of the issue, suspension or restriction of your Account may include:

- temporary or permanent loss of access to your Account;
 - inability to make new bookings;
 - cancellation of future bookings;
 - restriction or removal of reviews or content you have posted; or
 - limitation of access to Platform features.
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9.3 Effect on Existing Bookings

Suspension or termination of your Account does **not** automatically affect:

- bookings that have already been completed; or
- obligations that accrued prior to suspension or termination, including payment obligations, chargebacks, or outstanding disputes.

Where your Account is suspended or terminated and you have upcoming bookings:

- the Platform may cancel those bookings where reasonably necessary to protect Partners, Users, or the Platform;
 - any refunds or vouchers will be determined in accordance with the Platform Cancellation and Refund Policy and applicable law.
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9.4 No Refund Entitlement

Except where required by law or expressly provided for under these Terms:

- termination or suspension of your Account does not entitle you to a refund of any fees paid;
 - vouchers may be cancelled where your Account is terminated due to fraud, abuse, or serious misconduct.
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9.5 Investigation & Cooperation

You agree to cooperate fully with any investigation relating to suspected breaches of these Terms, including by providing information or documentation reasonably requested by the Platform.

Failure to cooperate may result in continued suspension or permanent termination of your Account.

9.6 Data Retention After Termination

Following suspension or termination, we may retain your personal information, booking history, communications, and transaction records where required for:

- legal, regulatory, tax, or insurance purposes;
- fraud prevention or dispute resolution; or
- enforcement of these Terms.

All retained data will be handled in accordance with our Privacy Policy.

9.7 Survival of Terms

Termination of your Account does not affect provisions of these Terms that by their nature are intended to survive termination, including clauses relating to payments, refunds, limitation of liability, indemnity, dispute resolution, governing law, and jurisdiction.

10 Shaka Tribe Loyalty Program

10.1 Automatic Membership

Shaka Tribe is Booking My Surf's official loyalty and rewards program.

By creating and maintaining a Booking My Surf user account, you are **automatically enrolled** in the Shaka Tribe Loyalty Program at no additional cost.

Participation in Shaka Tribe is subject to these Terms and Conditions and our Privacy Policy.

10.2 Eligibility

To participate in Shaka Tribe:

- you must hold a valid Booking My Surf user account; and
- you must be at least **18 years of age** to earn and redeem benefits directly.

Minors are not permitted to create accounts or participate independently in Shaka Tribe.

Where a booking involves a minor, the booking must be made by a **parent or legal guardian**, who remains fully responsible for the booking and any associated participation. Any benefits earned in connection with such bookings will be attributed to the guardian's account.

10.3 Participation & Use

Shaka Tribe benefits are earned only through activity on the Platform.

To earn and maintain loyalty benefits:

- bookings must be made while logged in to your Booking My Surf account;
- activity must be genuine and comply with these Terms; and
- participation must be for personal, non-commercial use only.

By continuing to use the Platform, you acknowledge and agree that participation in Shaka Tribe is automatic and does not require separate sign-up or acceptance beyond these Terms.

10.4 Earning & Redeeming Benefits

Shaka Tribe benefits are **tiered** and may be earned through engagement and activity on the Platform, which may include:

- completed bookings;
- reviews;
- referrals; and
- profile completion or other engagement criteria.

All reviews must be honest, accurate, and based on genuine personal experience.

Any attempt to manipulate reviews, referrals, bookings, or benefits may result in suspension or removal from the Shaka Tribe program and/or termination of your Account.

Benefits have no cash value, are **non-transferable**, and may only be redeemed in accordance with the rules applicable to the relevant tier or promotion.

10.5 Level Progression

Progression between Shaka Tribe levels (for example, from Groom to Cruiser) is determined by criteria set by Booking My Surf, which may include:

- booking milestones;
- review activity;
- referrals; and
- completion of account or profile information.

Level progression criteria may be updated from time to time. Where changes are material, we will provide reasonable notice through the Platform or by email.

10.6 Referrals

Referral benefits apply only where:

- the referred user is a **new user** to the Platform; and
- the referred user completes a qualifying booking.

Self-referrals, duplicate accounts, or attempts to manipulate referral systems are strictly prohibited and may result in loss of benefits, account suspension, or termination.

10.7 Perks, Promotions & Availability

Shaka Tribe perks, rewards, discounts, early access offers, and promotions:

- are subject to availability;
- may be time-limited;
- may vary by destination, Partner, or service; and
- may be withdrawn or changed at any time.

Not all Partners or services participate in Shaka Tribe promotions.

10.8 Account Status & Inactivity

Accounts that show no logins or bookings for a continuous period of **eighteen (18) months** may be:

- downgraded to a lower tier; or
- removed from the Shaka Tribe program.

Abuse, fraud, manipulation, or breach of these Terms may result in immediate suspension or termination of Shaka Tribe participation and/or your Booking My Surf Account.

10.9 Modifications & Termination of the Program

Booking My Surf reserves the right to modify, suspend, or terminate the Shaka Tribe Loyalty Program at any time, with or without notice.

Unless otherwise stated:

- benefits earned prior to the effective date of termination will remain valid up to that date; and
- no new benefits will accrue after termination of the program.

Termination of Shaka Tribe does not affect your underlying Booking My Surf Account unless otherwise stated in these Terms.
