CANCELLATION POLICY – MAR ABERTO

Read before accepting

Mar Aberto values transparency and balance in the relationships between users and boat owners. This policy aims to ensure the rights and duties of both parties, especially considering the weather and operational conditions that impact nautical services.

This policy applies to owners who do not have their own usage policies; these will be described in the activity listing. When there are none, the policies listed below shall apply.

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1. Cancellation by the Owner

The owner/advertiser may cancel the experience with the right to a full refund to the contracting party/adventurer, in the following situations, provided that notice is given up to 2 hours in advance:

- a) heavy rain or storm;
- b) strong winds that compromise navigation safety;
- c) technical problems with the boat or essential equipment.

In any of these cases, the contracting party may choose between:

- full refund; or
- rescheduling of the experience, subject to availability.

Important: After purchase, it is the contracting party's responsibility to maintain contact with the advertiser to monitor conditions and any changes to the experience.

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2. Cancellation by the Contracting Party

Refunds shall comply with the following deadlines, in the event that the advertiser does not provide its own policy:

- Cancellations with 48h or more in advance (up to 8 a.m. on the reference date): **Full refund of the reservation amount.**
- Cancellations with less than 48 hours in advance: **NO REFUND.**

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3. No-show

3.1 By the contracting party:

- If the user fails to appear on the agreed date and time, no refund shall be provided.
- At the sole discretion of the owner, credit for future use may be offered, by mutual agreement.

3.2 By the owner/advertiser:

- If the owner fails to appear or fails to justify their absence, the contracting party shall be entitled to a full refund, including taxes and commissions.
- **The refund shall be processed by the partner payment institution and charged exclusively to the ADVERTISER who failed to appear or failed to justify their absence**, and may be deducted from future transfers, available balance, or collected directly, **without any financial burden on Mar Aberto.**
- The owner may be removed from the platform and prevented from operating again in the event of recurrence.

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4. Weather Conditions

- Mild weather conditions (overcast skies, light rain, light swells) do not justify cancellation, except in the event of a weather alert.
- In the event of severe conditions (storms, gales), according to navigation standards:

4.1 Up to 48 hours before the tour:

- Cancellation due to weather conditions shall be **free of charge for the user**, with no fees or penalties applied.
- The owner shall reschedule the experience with the user, or, if the user prefers to cancel, they shall be entitled to a full refund.

4.2 After 48 hours before the tour:

- If the owner cancels due to severe weather conditions, they shall provide a **full refund** to the user, processed by the payment institution.
- **ASAAS cancellation fees shall be deducted from the buyer**, without any financial burden on Mar Aberto.

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5. Technical Problems with the Boat / Rescue

If the boat is unable to return to the marina under its own power, or needs to be rescued, removed, or taken out of service for safety reasons, emergency maintenance, damage, an order from maritime, port, or environmental authorities:

- The owner **shall bear all rescue costs**;
- The owner **shall be responsible for offering the contracting party, at their own expense**:
    - a) Full refund; or
    - b) A new tour within up to 12 months, subject to availability.
- **The amounts owed shall be processed by the payment institution and charged to the ADVERTISER**, without any financial responsibility on the part of Mar Aberto.

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6. Penalties and Fees

- Unjustified cancellations by the owner may result in:
    - Administrative penalty;
    - A charge of 10% of the transaction amount to Mar Aberto;
    - Compensation of 10% to the contracting party.
- Cancellations made by the owner with less than 7 days' notice, paid via PIX, shall incur a 5% fee relating to the payment system.
- **The fees mentioned above are subject to change as the company ASAAS publishes market updates, without this constituting any liability on the part of Mar Aberto.**

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7. Cancellation Procedure

7.1 Before reservation confirmation:

- The user may cancel directly in the "Reservations" menu.
- A notification shall be sent to the parties involved.

7.2 After reservation confirmation:

- The cancellation must be requested via message to the owner within the platform.
- Both parties shall receive an e-mail notification confirming the cancellation.

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8. Dispute of Charges

The ADVERTISER shall have a period of **10 (ten) business days** from the occurrence of the debit, transfer, or entry to dispute any amounts before Mar Aberto or the payment institution, and must provide evidence by e-mail. After this period without any manifestation, the amounts shall be deemed accepted and may not be subject to any subsequent claim.

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9. Final Considerations

- Each experience may have a specific policy, with additional stricter rules.
- By making a reservation, the user fully agrees to this policy.
- This policy is aligned with the Consumer Defense Code and other applicable legislation.
- This policy must be read in conjunction with the Advertiser Agreement, the Terms of Adhesion and Conditions of Use, and the Privacy Policy and LGPD of Mar Aberto, which form an integral part of this document as annexes.

- In the event of a conflict between the provisions of this Policy and the referenced policies, the wording most protective of the USER and the one that best reflects Mar Aberto's position as a mere intermediary shall prevail.