

WELCOME TO LA VIDA SURF

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These terms and conditions outline the rules and regulations for the use of La Vida Surf's Website owned by Spectral Holdings Ab Oy 3285876-5 and the physical services of La Vida Surf Sarl AU

La Vida Surf SARL

CR: 37617

is located at:

Ait Ahmed

80000 Taghazout Morocco

Privacy Policy and Term & Conditions

By accessing this website and booking your travel with us we assume you accept these terms and conditions in full. Do not continue to use Spectral Holdings Ab Oy & La Vida Surf SARL AU's website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of Denmark. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Cookies

We employ the use of cookies. By using Spectral Holdings Ab Oy & La Vida Surf SARL AU's website you consent to the use of cookies in accordance with Spectral Holdings Ab Oy & La Vida Surf SARL AU's privacy policy.

Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

License

Unless otherwise stated, Spectral Holdings Ab Oy & La Vida Surf SARL AU and/or it's licensors own the intellectual property rights for all material on Spectral Holdings Ab Oy & La Vida Surf SARL AU. All

intellectual property rights are reserved. You may view and/or print pages from <http://www.lavidasurf.com> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

Republish material from <http://www.lavidasurf.com>

Sell, rent or sub-license material from <http://www.lavidasurf.com>

Reproduce, duplicate or copy material from <http://www.lavidasurf.com>

Redistribute content from Spectral Holdings Ab Oy & La Vida Surf SARL AU (unless content is specifically made for redistribution).

User Comments

This Agreement shall begin on the date hereof.

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. Spectral Holdings Ab Oy & La Vida Surf SARL AU does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Spectral Holdings Ab Oy & La Vida Surf SARL AU, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Spectral Holdings Ab Oy & La Vida Surf SARL AU shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Spectral Holdings Ab Oy & La Vida Surf SARL AU reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that:

You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;

The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;

The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy

The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to Spectral Holdings Ab Oy & La Vida Surf SARL AU a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Content

The following organizations may link to our Web site without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and

Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

Cancellation Policies

All bookings made with Spectral Holdings Ab Oy & La Vida Surf SARL AU are subject to our cancellation policies. If you need to cancel your booking, please contact us as soon as possible at hello@lavidasurf.com.

If you cancel your booking more than 60 days before your scheduled arrival date, you will be refunded the total amount of your booking minus a 10% administration fee.

If you cancel your booking between 30-60 days before your scheduled arrival date, you will be refunded 50% of the total amount of your booking.

If you cancel your booking less than 30 days before your scheduled arrival date, no refunds will be issued.

In the event of a no-show, no refunds will be issued.

We recommend that all our clients purchase travel insurance to cover any unforeseen circumstances that may lead to the cancellation of their booking.

Changes to Terms and Conditions

Spectral Holdings Ab Oy & La Vida Surf SARL AU reserves the right to revise these terms and conditions at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

Assignment

Spectral Holdings Ab Oy & La Vida Surf SARL AU is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Spectral Holdings Ab Oy & La Vida Surf SARL AU and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the country where Spectral Holdings Ab Oy & La Vida Surf SARL AU is based, and you submit to the non-exclusive jurisdiction of the state and federal courts located in that country for the resolution of any disputes.

Should any provision of these Terms and Conditions be found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

If you have any queries or concerns about these terms and conditions, please do not hesitate to get in touch with us at hello@lavidasurf.com. We are committed to providing clear, transparent, and understandable terms and conditions for all our users, and we will be more than happy to clarify any points or address any concerns you may have.

Changes to Terms and Conditions

Spectral Holdings Ab Oy & La Vida Surf SARL AU reserves the right to amend, modify, or change these Terms and Conditions at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

Acknowledgement of Terms

By accessing this website and booking your travel with us we assume you accept these terms and conditions in full. Do not continue to use Spectral Holdings Ab Oy & La Vida Surf SARL AU's website if you do not accept all of the terms and conditions stated on this page.

Please be aware that if you continue to use our website after we have published changes to these terms and conditions, you are agreeing to be bound by the updated terms. If you do not agree to any changes that we have made, you should stop accessing our website immediately.

Contact Us

We are committed to providing the highest level of customer service. If you have any questions or concerns about these Terms and Conditions or any services provided by Spectral Holdings Ab Oy & La Vida Surf SARL AU, please contact us at hello@lavidasurf.com. Your satisfaction is our primary concern, and we will do our utmost to resolve any issues in a timely and efficient manner.

Disclaimer

Please note that while we endeavour to ensure the accuracy and reliability of the information contained within these Terms and Conditions, the law is a complex and ever-changing field, and the information contained herein may not necessarily be complete, comprehensive, correct, or up-to-date. As such, Spectral Holdings Ab Oy & La Vida Surf SARL AU cannot accept any responsibility for any actions taken

upon the basis of this information, and we strongly recommend that you seek professional legal advice before proceeding.

Limitation of Liability

In no event shall Spectral Holdings Ab Oy & La Vida Surf SARL AU, nor any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with your use of this Website. Spectral Holdings Ab Oy & La Vida Surf SARL AU, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Indemnification

You hereby indemnify to the fullest extent Spectral Holdings Ab Oy & La Vida Surf SARL AU from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of California, and you submit to the non-exclusive jurisdiction of the state and federal courts located in California for the resolution of any disputes.

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of Finland, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Finland for the resolution of any disputes.

Change of Terms

Spectral Holdings Ab Oy & La Vida Surf SARL AU is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis to ensure you understand all terms and conditions governing the use of this Website.

Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Spectral Holdings Ab Oy & La Vida Surf SARL AU and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

Contact Us

If you have any queries regarding any of our terms, please contact us at hello@lavidasurf.com.

Data Privacy

Your privacy is important to us. It is Spectral Holdings Ab Oy & La Vida Surf SARL AU's policy to respect your privacy regarding any information we may collect from you across our website. We are committed to securing your personal information and using it responsibly. For a detailed explanation, please refer to our Privacy Policy.

Third-party Websites

Our Website may contain links to third-party websites that are not owned or controlled by Spectral Holdings Ab Oy & La Vida Surf SARL AU. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Spectral Holdings Ab Oy & La Vida Surf SARL AU shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

Changes to This Agreement

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions by posting the updated terms on our Website. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms and Conditions.

Termination

We may terminate your access to the Website, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

If you have any questions about this Agreement, please contact us at hello@lavidasurf.com.

Intellectual Property

The Website and its original content, features, and functionality are owned by Spectral Holdings Ab Oy & La Vida Surf SARL AU and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without express written permission by us.

Warranty Disclaimer

Your use of the Website is at your sole risk. The Website is provided on an "as is" and "as available" basis. Spectral Holdings Ab Oy & La Vida Surf SARL AU expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not guarantee that the Website will be safe, secure, or error-free.

Limitation of Liability

In no event shall Spectral Holdings Ab Oy & La Vida Surf SARL AU, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Website; (ii) any conduct or content of any third party on the Website; (iii) any content obtained from the Website; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

If you have any further questions or require clarification, please do not hesitate to contact us at hello@lavidasurf.com.

Changes To Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our absolute discretion.

By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Website and services.

Entire Agreement

These Terms constitute the entire agreement between you and Spectral Holdings Ab Oy & La Vida Surf SARL AU and govern your use of the Website, superseding any prior agreements (including, but not limited to, any prior versions of the Terms).

Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Website and services. Any feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

Contact Us

If you have any questions about these Terms, please contact us at hello@lavidasurf.com.

Privacy Policy

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Website and services is subject to our Privacy Policy.

Copyright Policy

We respect the intellectual property rights of others and expect our users to do the same. It is our policy to terminate any user's access to the Website who repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders.

Dispute Resolution

If you have any dispute with us, you agree that before taking any formal action, you will contact us at hello@lavidasurf.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account).

Changes to the Service

We constantly update and revise our Website and services, and we may need to change these Terms from time to time to accurately reflect our services and business practices. Unless otherwise required by law, we will notify you (for example, through our Website) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect.

By continuing to use our Website after the changes become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, you may terminate your account within the applicable 30 day period and you will not be bound by the new terms.

Language

These Terms were written in English. To the extent any translated version of these Terms conflicts with the English version, the English version controls.

Contact Information

If you have any questions about these Terms or the Website, please contact us at hello@lavidasurf.com.

Waiver, Severability & Assignment

Spectral Holdings Ab Oy & La Vida Surf SARL AU's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. Spectral Holdings Ab Oy & La Vida Surf SARL AU may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the services.

Modifications

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Website.

Entire Agreement

These Terms and our Privacy Policy are the entire agreement between you and Spectral Holdings Ab Oy & La Vida Surf SARL AU with respect to the Website and supersede all prior or contemporaneous

communications and proposals (whether oral, written or electronic) between you and Spectral Holdings Ab Oy & La Vida Surf SARL AU with respect to the Website.

Feedback

We welcome feedback, comments, and suggestions for improvements to the Website ("Feedback"). You can submit Feedback by emailing us at hello@lavidasurf.com. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

End of Terms

These Terms of Service were last updated on 12.5.2023.