

Island Pass: Terms & Policies (EU, EEA & UK Residents)

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This is the version of our Terms, Cancellation & Refund Policy, and Privacy Policy that applies if you're purchasing as a resident of the EU, EEA, or UK. It's fully self-contained. If you're not an EU, EEA, or UK resident, see the separate "All Other Regions" document instead; the two aren't meant to be read together. Every protection, disclosure, and carve-out required for EU/EEA/UK consumers is included here in full; nothing has been simplified for length.

PART ONE: TERMS OF SERVICE

1. Introduction & Role of Island Pass

Island Pass ("we," "us," "our") is operated by *[VALO Software Solutions B.V., a company incorporated under the laws of Curaçao]*. We operate a digital marketplace that lets you ("you") purchase Passes redeemable for deals offered by independent local businesses ("Partners"), such as restaurants, tours and activities, bars, and shops, located in Curaçao and, over time, elsewhere in the Caribbean. You choose one deal from one Partner at checkout; only one deal can be purchased per transaction.

Island Pass acts as: a marketplace operator connecting you and Partners; the merchant of record for all Pass purchases, using **Sentoo**, our licensed Curaçao payment gateway, to process payments; and a booking and redemption intermediary between you and Partners.

Island Pass is **not the direct provider** of any service listed on the platform. Each service is performed independently by the relevant Partner, who is solely responsible for its delivery (see Section 10 for exactly how liability is split between us).

2. Eligibility

You must be at least 18 and have the legal capacity to enter a binding contract to create an account or buy a Pass. By creating an account, you confirm this is true and that your information is accurate. The account holder must be an adult; minors may be included as travel companions within a booking made by an adult account holder, subject to any age requirements a specific Partner imposes; you're responsible for checking those before booking. Island Pass isn't available to individuals or entities subject to applicable trade sanctions, or to anyone located in a comprehensively sanctioned jurisdiction; by creating an account, you confirm that this doesn't apply to you.

3. What a Pass Is

A Pass is a prepaid right to redeem one specific deal (a specific service, item, or experience) from one specific, named Partner, selected by you at the time of purchase. A Pass is **not** currency, e-money, a bank

deposit, general-purpose stored value, or a gift certificate, and can't be exchanged for cash except where required by law. Owning a Pass gives you only the specific entitlement described at purchase, not any ownership interest in the Partner's business.

4. Validity, Expiry & Grace Period

Each Pass has a validity period set by the Partner at purchase (30, 45, or up to 60 days), shown clearly at checkout and in your account. Passes expire at 23:59 Curaçao local time on the expiry date. Expiry alone doesn't create a refund entitlement (see Part Two). You may request a one-time, 24-hour grace extension after expiry by contacting us within 24 hours of expiry; approval is at our discretion, and no further extension is available after that.

5. Transfers & Resale

You may transfer a Pass to another Island Pass user once, only within the platform, subject to identity verification of both sender and recipient. Once transferred, ownership passes permanently to the recipient, who takes the Pass subject to its original validity and booking rules. Passes may not be resold, auctioned, or exchanged for cash or other value outside the platform; doing so may result in the Pass being cancelled and your account suspended.

6. Booking Your Date & Redemption

Where a deal requires a specific date or time (for example, a tour slot), you select an available slot through the platform; a booking is confirmed once the Partner confirms availability. Where a deal doesn't require a specific date or time (for example, a dining, drinks, or shopping deal), you may redeem it any time within its validity period by presenting your Pass directly to the Partner. If a Partner can't honor a confirmed booking for reasons on its side, you're entitled to a comparable alternative or a full refund, **regardless of how close the date is**. Redemption is complete once the Partner confirms delivery, or platform records show the deal was used, whichever happens first.

7. No-Shows & Late Arrival

If you don't attend a confirmed booking without cancelling in advance under Part Two, it's treated as a no-show and is non-refundable, except where required by law or where we determine after review that it genuinely wasn't your fault. A short grace period (typically 15 minutes) may apply at the Partner's discretion before a booking is treated as a no-show.

8. Price, Currency & Payment

Prices are shown in full before you pay and are final at checkout. **No EU VAT is added to Pass prices.** Island Pass has no business establishment in the EU, and the deals you purchase (dining, tours, drinks, shopping) are performed entirely outside the EU, so they fall outside the scope of EU VAT. Payments are processed securely by **Sentoo**, our licensed Curaçao payment gateway; we never see or store your full card details. Where currency conversion applies, exchange rates are set by the payment provider or your card issuer and are outside our control; we're not responsible for conversion fees third parties apply.

9. Cancellations & Refunds

Governed in full by Part Two below, which forms part of these Terms and is the single source of truth for refund figures.

10. Liability: Who's Responsible for What

Island Pass is responsible for the platform itself: accurate payment processing, the booking and redemption system, and fair handling of disputes using available evidence.

Except where caused by our own negligence, fraud, or a platform error, Island Pass is **not** liable for: the quality, safety, or accuracy of a Partner's service; a Partner's cancellation, delay, or failure to perform (beyond Section 6 above); or injury, illness, allergic reaction, or property damage arising from a Partner's service, including physically demanding activities such as tours and excursions, or risks associated with food, drink, and retail purchases. Partners are independently responsible for safely and lawfully delivering their services and are contractually required to carry liability insurance appropriate to their activity.

This does not limit rights the law won't let us limit. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud, or for any liability that can't be excluded under Curaçao law or the mandatory law of your country of residence.

Subject to that, our total liability for claims about the platform itself is capped at the greater of what you paid us in the 12 months before the claim, or USD 100, and we're not liable for indirect or consequential losses, including lost profits.

11. Indemnification

You agree to cover Island Pass for claims, losses, or costs arising from your breach of these Terms, misuse of the platform, or content you submit that infringes someone's rights or breaks the law, except to the extent we caused it through our own negligence or breach.

12. Intellectual Property

The Island Pass name, logo, and platform are owned by us or our licensors. We grant you a limited, non-exclusive license to use the platform for personal, non-commercial purposes only. Reviews and photos you submit stay yours, but you grant us a license to display them on the platform and in our marketing. If you believe content on Island Pass infringes your rights, contact us at Support@getislandpass.com.

13. Rules of the Road

You agree not to: resell or attempt to resell a Pass; create fake bookings or fraudulent claims; abuse the refund or cancellation system; bypass the platform to deal with a Partner directly after connecting through Island Pass; harass other users, Partners, or our staff; or use the platform unlawfully. Violations may lead to suspension or termination and forfeiture of unredeemed Passes to the extent permitted by law.

14. Suspension & Termination

We may suspend or terminate your account where we reasonably believe these Terms were violated, fraud or underage use is suspected, or there's a legal or safety reason to. Where it isn't urgent, we'll generally give notice and a chance to respond first. You can close your account any time; this doesn't retroactively create a refund right beyond what Part Two already provides.

15. Resolving a Dispute

Contact us first at Support@getislandpass.com. We review disputes using booking records, Partner confirmations, and your evidence, and aim to resolve straightforward cases quickly. **Island Pass does not require EU, EEA, or UK consumers to resolve disputes through mandatory arbitration, and does not ask you to waive your right to bring a claim as part of a class or group action.** Nothing here limits your non-waivable right to escalate under the law of your country of residence, including your right to contact your national consumer dispute-resolution body or local consumer protection authority directly. The European Commission maintains a directory of these at consumer-redress.ec.europa.eu/dispute-resolution-bodies.

16. Governing Law & Jurisdiction

These Terms are governed by the laws of **Curaçao**. This doesn't take away any protection of mandatory consumer-protection law in your country of residence that can't be waived by agreement; those protections apply in addition to Curaçao law. The courts of Curaçao have non-exclusive jurisdiction over disputes arising from these Terms, without prejudice to your right, as a consumer, to bring proceedings in your own country's courts where mandatory law gives you that right.

17. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including hurricanes and severe weather, natural disasters, pandemics, government action, or infrastructure or payment-system outages. Where a booking is cancelled because of such an event, you're entitled to a full refund or a free rebooking, regardless of the standard timing rules in Part Two.

18. Changes to These Terms

We may update these Terms. We'll notify you of material changes before they take effect where required by law; continued use after that means you accept the update.

19. Contact

Support@getislandpass.com · [registered Curaçao address, to be inserted once incorporated]

PART TWO: CANCELLATION & REFUND POLICY

This is the single source of truth for refund figures for EU/EEA/UK buyers; it takes priority over any shorter summary elsewhere.

1. Your Cooling-Off Window: The Only Guaranteed Full Refund

As an EU, EEA, or UK resident, you may cancel any Pass for a full, unconditional refund within **14 days of purchase**, provided you haven't yet booked a specific date with a Partner. Booking a specific date, or letting this window pass, both end it, whichever happens first. If you book a date, see the Booking Grace Period below before assuming your cancellation right is gone.

2. The Booking Grace Period

The moment you book a specific date with a Partner, you get a fresh full-refund window: **5 days from the date you booked it, or until 24 hours before the booking itself, whichever comes first**. Booking a tour three weeks out gives you the full 5 days to change your mind; booking a tour for tomorrow gives you much less, since the window can't run past the 24-hour mark before the tour itself.

3. After the Cooling-Off Window and Booking Grace Period

Once both windows above have passed, a refund is no longer automatic. We may approve a partial refund of **up to 50%**, based on how much advance notice you gave us. We don't work off a fixed hour-by-hour chart; genuine advance notice is what matters. If we can't approve the full amount, we'll tell you why, and you can escalate a decision you disagree with through our dispute process.

4. Less Than 24 Hours Before Your Booking, or a No-Show

No refund, except where required by law, where we find in your favor after review, or where your original 14-day cooling-off window (Section 1) is still open. In that case, Section 3's partial-refund treatment applies instead of a hard no, even if the booking itself is under 24 hours away. This exception covers active cancellations only; it doesn't cover no-shows.

5. If a Partner Cancels on You

If a confirmed booking can't be honored because of something on the Partner's side, you're entitled to a full refund or a comparable rebooking, regardless of how close the date is. This isn't subject to the 50% cap above.

6. Expired Passes

A Pass that expires unredeemed is non-refundable, except for the one-time 24-hour grace extension in Part One, Section 4, which doesn't itself create a refund right.

7. After the Service Has Started

Once a service has started or been delivered, refunds aren't automatic; they're only considered where the service was materially not delivered as described, through the dispute process in Part One, Section 15.

8. Chargebacks

You can raise a chargeback with your bank instead of, or after, using our refund process, but filing one for a transaction that isn't genuinely in dispute may be treated as misuse of the payment system and can affect your ability to use Island Pass going forward.

9. How Long a Refund Takes

Approved refunds go back to your original payment method, typically within 10 to 15 business days, depending on your bank.

10. Your Legal Rights Always Come First

Nothing in this policy limits any non-waivable consumer right under the law of your country of residence. Where that law is more generous, it applies instead.

PART THREE: PRIVACY POLICY

1. Who We Are

Island Pass is the data controller for personal data collected through the platform. We process your data in line with the **EU General Data Protection Regulation (GDPR)**, which applies to us because we offer services to, and market toward, EU/EEA residents.

2. What We Collect

Account data: name, email, phone, encrypted password, preferences. **Transaction data:** Passes purchased, payment method (processed by Sentoo), billing info, currency, refund/transaction history. **Booking data:** reservations, redemption status, date/time/location of booked services, interaction history with Partners. **Communication data:** support conversations, dispute submissions, in-app messages. **Technical data:** IP address, device/browser info, cookies, usage data.

3. Why We Process It, and Our Legal Basis

Contractual necessity: creating your account, processing payments, fulfilling bookings. **Legal obligation:** tax, accounting, anti-money-laundering compliance. **Legitimate interests:** fraud prevention, platform security, and improvement, balanced against your rights. **Consent:** marketing communications, which you can withdraw at any time.

4. Cross-Border Transfers

Island Pass is based in Curaçao, outside the EU/EEA and holding no EU adequacy decision. Data transferred to Curaçao or elsewhere outside the EU/EEA is protected using recognized safeguards, including Standard Contractual Clauses and data processing agreements with our vendors, including Sentoo.

4A. Our EU Representative

Island Pass's founders act as the Article 27 GDPR representative themselves, based in the Netherlands. You can contact our EU representative on data protection matters at Support@getislandpass.com, in addition to, or instead of, contacting us directly.

5. Who We Share Your Data With

Partners: only what's needed to fulfil your booking; they're independent data controllers for what they do with it afterward. **Sentoo** and our banking partners. **Service providers:** hosting, analytics, support, and fraud-detection vendors, contractually limited to processing data only on our instructions. **Legal and regulatory bodies:** where required by law. **We don't sell your personal data for money.** Sharing with advertising partners (see Cookie Policy) only happens with your consent, but depending on how those partners use the data, this kind of sharing can count as a "sale" or "share" under some laws, for example California's CCPA, even without a cash payment. Where that applies to you, you can opt out anytime through your cookie and marketing preferences.

6. How Long We Keep It

Account data: while your account is active. Transaction data: up to 7 years (tax/accounting). Dispute records: up to 5 years after resolution. Marketing consent: until withdrawn.

7. Your Rights

As an EU, EEA, or UK resident, you have the right to access, correct, delete, restrict, or port your data, to object to how we use it, and to lodge a complaint with your local data protection authority. Exercise these rights at Support@getislandpass.com.

8. Cookies

We use cookies to keep you logged in, remember your preferences, understand app usage, and detect fraud. Strictly necessary cookies can't be turned off; you control analytics and marketing cookies any time in your settings. Full category breakdown: see our Cookie Policy.

9. Marketing Communications

As an EU, EEA, or UK resident, we only send you marketing communications if you opt in, and every message includes a clear unsubscribe option.

10. Automated Decisions

We use automated systems for fraud detection and risk scoring. If an automated decision affects your access or a transaction, you can request a human review.

11. If There's a Data Breach

Where a breach is likely to put you at real risk, we'll notify you directly, in addition to notifying the relevant supervisory authority within 72 hours as required by GDPR.

12. Age

The platform isn't intended for account holders under 18. We don't knowingly collect personal data from minors beyond what's needed when a minor is included as a companion on an adult's booking.

13. Changes to This Policy

We may update this Privacy Policy; updates are posted on the platform, and continued use after an update means you accept it.

14. Contact

Support@getislandpass.com.