



MARINE WATER CONFIDENCE TRAINING, LLC

WEBSITE TERMS OF SERVICE

Effective Date: October 29, 2025

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the Marine Water Confidence Training ("MWCT") website, located at www.marinewaterconfidence.com (the "Website"), and any services, information, bookings, products, or purchases made through the Website. By accessing or using the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms. If you do not agree with these Terms, you must not use the Website.

By using the Website in any capacity, including browsing, making purchases, or booking services, you agree to comply with these Terms, and with any additional policies referenced herein, including MWCT's Privacy Policy and Training Terms & Conditions, which are incorporated by reference.

MWCT reserves the right to modify, update, or replace these Terms at any time without prior notice. Continued use of the Website following the posting of any changes constitutes acceptance of those changes.

2. Services Provided

The Website provides information regarding MWCT's training programs, including water confidence training, swim instruction, course offerings, pricing, booking and scheduling options, and related educational or promotional content (collectively, the "Services").

MWCT reserves the right to modify, suspend, or discontinue any portion of the Website or Services at any time, including available programs, scheduling, instructors, pricing, or features, without liability or notice.

3. Eligibility and User Requirements

The Website may be accessed and viewed by individuals of any age. However, by making a purchase, booking training, or otherwise entering into a transaction through the Website, you represent and warrant that:

- a. You are at least 18 years of age; or
- b. If under 18 years of age, you have obtained parent or legal guardian consent to make the purchase and agree to these Terms; and
- c. You have the legal authority to enter into a binding agreement.

Participation in MWCT training requires the signing of a separate Training Terms & Conditions and Liability Waiver by the participant (and by a parent/guardian if under 18). No participant will be permitted to train without a signed waiver.

No waiver = no training = no refund.

4. Bookings, Payments, and Refund Policy

All purchases made through the Website are final and subject to the refund, credit, and cancellation policies described in this Section and further detailed in the Training Terms & Conditions.

a. Payment Terms

Payment is required in full at the time of booking unless otherwise stated. MWCT uses third-party payment processors, and by making a purchase you agree to comply with their terms and policies. MWCT is not responsible for payment processor errors.

b. Refunds – Individual Sessions (1-on-1 or Small Group)

- Full refund if requested within 24 hours of purchase
- Credit only if cancellation is made 48+ hours before the scheduled session
- No refunds or credit if cancellation occurs within 48 hours of the session

c. Refunds – Full Courses (Multi-Day Programs)

- Full refund if requested within 24 hours of purchase
- After 24 hours, credit only may be issued — no cash refunds

d. Missing Required Documents

If a participant fails to complete required waiver(s) and/or parent/guardian consent before training begins, the booking is forfeited.

No refund or credit, as MWCT reserves pool space, instructor time, and resources for each scheduled participant.

5. Cancellations, Rescheduling, and No-Show Policy

a. Rescheduling of individual sessions is permitted up to 48 hours before the scheduled session, subject to availability

b. Rescheduling under 48 hours may be denied and may result in forfeiture of the session without refund or credit

c. “No-shows” result in forfeiture of the session with no refund or credit

MWCT may cancel or reschedule a session for safety, instructor illness, pool/facility closure, or other circumstances beyond its control. In such cases, MWCT will offer either a rescheduled session or full credit.

6. User Conduct and Prohibited Behavior

Users agree to use the Website solely for lawful purposes and in a manner that does not violate any local, state, federal, or international laws. Prohibited conduct includes, but is not limited to:

- a. Using the Website for fraudulent or unauthorized purposes
- b. Attempting to disrupt Website functionality, security, servers, or networks
- c. Submitting false or misleading information when booking or registering
- d. Harassing, threatening, abusing, or disrespecting MWCT staff or other users
- e. Engaging in conduct that MWCT deems unsafe, inappropriate, or harmful to its reputation

MWCT reserves the right to refuse service, terminate access, or cancel bookings at its discretion if prohibited behavior is suspected or confirmed.

7. Media Release and Intellectual Property

All content on the Website, including but not limited to text, graphics, images, videos, logos, trademarks, and training materials, is the property of MWCT and is protected by copyright and intellectual property laws.

You may not copy, reproduce, distribute, modify, publish, sell, or publicly display any Website content without prior written consent from MWCT.

8. No Recording or Distribution of Training Sessions

To protect MWCT's proprietary material and the privacy of participants:

- Recording (audio, video, or photo) of training sessions by attendees or spectators is strictly prohibited unless written approval is granted by MWCT
- MWCT may record or photograph training sessions for educational, safety, and marketing purposes

By participating, you consent to the use of photos and video footage that may include your likeness, unless you notify MWCT in writing prior to the session.

9. Assumption of Risk & Disclaimer

Water training, fitness, and swim-related activities naturally involve physical risk. By using the Website or booking MWCT services, you acknowledge and agree that:

- a. Participation is voluntary and at your own risk
- b. MWCT is not liable for injuries, accidents, damages, or losses, including those occurring at Host Facilities
- c. Website content is educational and not a substitute for medical or emergency training
- d. MWCT does not guarantee performance results or skill progression

A full Liability Waiver must be signed before training begins.

10. Third-Party Facilities ("Host Facilities")

MWCT conducts training at third-party pools and facilities not owned or operated by MWCT ("Host Facilities"). You acknowledge:

- a. Host Facilities are not affiliated with MWCT unless stated
- b. You must comply with both Host Facility rules and MWCT rules
- c. MWCT is not responsible for Host Facility staff, conditions, or operations
- d. MWCT may remove participants for rule violations without refund or credit

11. Privacy & Use of Personal Information

MWCT may collect personal information for scheduling, communication, safety, and administrative purposes. By using the Website, you consent to MWCT's limited use of your information for:

- Booking and program management
- Safety and emergency contact purposes
- Service improvements
- Internal business operations only

MWCT does not sell or share personal information for marketing. Information may be shared with Host Facilities solely for participant safety or legal compliance.

12. Disclaimers & Limitation of Liability

To the fullest extent permitted by law:

- a. MWCT provides the Website "as is" with no warranties
- b. MWCT disclaims all implied warranties, including fitness for a specific purpose
- c. MWCT is not liable for indirect, incidental, or consequential damages resulting from Website use or booking

If dissatisfied with the Website, your sole remedy is to discontinue use.

13. Modifications to Terms

MWCT may modify these Terms at any time without notice. Updated Terms will be posted to the Website. Continued use after changes constitutes acceptance of the updated Terms.

14. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Florida. Any disputes arising from Website use or MWCT Services will be resolved through mediation or binding arbitration in Palm Beach County, Florida.

These Terms are valid and enforceable throughout the State of Florida and any county or municipality in which MWCT operates, including but not limited to Palm Beach County, Broward County, and the City of West Palm Beach.

15. Contact Information

For questions or concerns about these Terms:

Marine Water Confidence Training, LLC

Email: info@marinewaterconfidence.com

Website: www.marinewaterconfidence.com

END OF DOCUMENT #1 — WEBSITE TERMS OF SERVICE