



SANDY LANE YACHT CLUB & RESIDENCES WEBSITE TERMS OF USE

1. *Introduction*

This document contains important terms and conditions which may affect your legal rights and remedies. By using this website, you accept these terms and conditions. If you do not agree to these terms and conditions, you must not use this website. These are the terms and conditions (as amended from time to time) ("terms") governing use of the www.slycr.com website (the "website"). These terms form a binding agreement between all users of the website ("you", "your", "yours" "user(s)") and glossy bay marina limited ("Sandy Lane Yacht Club & Residences", "we", "us", "our"). Please read these terms of use carefully before you start to use the website. By using the website, you indicate that you accept these terms, the compliance statement and that you agree to abide by them ("agreement"). If you do not agree to these terms, please do not use this website.

2. *Information About Us*

If you have any questions about the Terms or the Compliance Statement, please contact us at Compliance@slycr.com. Sandy Lane Yacht Club & Residences can also be contacted by post at Glossy Bay Marina, Glossy Bay, Canouan, St Vincent & the Grenadines, West Indies.

3. *Eligibility*

The services available via this Website are intended only for those that can form legally binding contracts under applicable law. You must be eighteen (18) years of age or older to make a booking on this Website. If you are under the age of eighteen (18), you may contact us directly for assistance on +1 (784) 533 0000, or by email at info@slycr.com

4. *Accessing the Website*

Access to the Website is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on the Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Website, or the entire Website, to certain persons, such as members who have registered with us. We may also restrict access to some parts of the Website to different groups of registered members corresponding to particular customer programs.

If you choose, or you are provided with, a member identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose such to any third party. We reserve the right at our sole discretion to disable any such member identification code or password, whether chosen by you or allocated by us, at any time.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Terms, and that they comply with them.



5. *Intellectual Property Rights*

We are the owner or the licensee of all intellectual property rights relating to the Website, and in the material published on it, unless otherwise stated. Those works are protected by copyright laws and international treaties. All such rights are reserved.

You may print, and download extracts of any page(s) from the Website for your personal reference and you may draw the attention of others within your organization to material posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

You must not use any part of the materials on the Website for commercial purposes without explicit permission. If you print, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately.

6. *Reliance On Information Posted*

Information and other materials posted on the website are not intended to amount to advice on which reliance should be placed. To the full extent permissible by applicable law, we disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the website, or by anyone who may be informed of any of their contents.

7. *The Website Changes Regularly*

We expect to update the Website regularly, and may change the content at any time. At our sole discretion, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we assume no obligation to update such material.

8. *Limitation of liability*

The material displayed on the website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this section 8 affects liability which cannot be excluded or limited under applicable law.



9. *Information About You and Your Visits to The Website*

We process information about you in accordance with our Compliance Statement. By using the Website, you consent to such processing and you warrant that all information provided by you is accurate.

10. *Prohibited Uses*

You may use the Website only for lawful purposes. You may not use the Website:

In any way that breaches any applicable local, national or international law or regulation.

In any way that is inappropriate, unlawful or fraudulent, or has any inappropriate, unlawful or fraudulent purpose or effect.

You also agree:

Not to reproduce, and not to use any part of any the Website in contravention of the provisions of these Terms.

Not to access without authority, interfere with, damage or disrupt any part of the Website; any equipment or network on which the Website are stored; any software used in the provision of the Website; or any equipment or network or software owned or used by any third party.

11. *Suspension and Termination*

We will determine, in our discretion, whether there has been a breach of these Terms through your use of the Website. When we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate.

12. *Indemnity*

You agree to indemnify us and keep us indemnified (including our directors, agents, servants and employees) against all losses, costs, charges, demands, proceedings, damages, actions, expenses and claims howsoever incurred by us as a result of your use of the Website or a breach by you of any of these Terms.

13. *Linking to The Website*

You may link to our Website's homepage, provided you do so in a way that is transparent, fair and legal and is not likely to damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to malice any use of material on the Website other than that set out above, please address your request to info@slycr.com.



14. *Links from The Website*

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. You use such entirely at your own risk.

15. *Jurisdiction and Applicable Law*

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Website and your solicitation of offers to purchase and/or sell products and/or services. All matters arising under or in relation to these Terms or this Website shall be governed exclusively by and construed in accordance with the laws of St. Vincent & the Grenadines without giving effect to any principles of conflicts of law. The Courts of St. Vincent & the Grenadines shall have exclusive jurisdiction to hear and determine all and any claims of whatsoever nature arising out of or relating to the terms of this Agreement, unless we elect otherwise.

16. *Variations*

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Website.

17. *Notices*

All notices given by you to us should be given to us to info@slycr.com. Subject to and as otherwise specified in these Terms, we may give notice to you by any means of contact that you provide to us, and/or by posting a notice on this Website.

Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

18. *Waiver*

If we fail to insist upon strict performance of any of your obligations under any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of your obligations under these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with section 17 (Notices) above.



19. *Severability*

If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. *Entire Agreement*

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to their subject matter and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.