

Web Site Terms, Conditions, and Notices

AGREEMENT BETWEEN CUSTOMER AND Maui Value.com also known as Maui Sights & Treasures LLC

Welcome to the Maui Value.com website (the "Website"). This Website is provided solely to assist customers in gathering activity and travel-related services (the "Products") information, doing legitimate reservations or otherwise transacting business with activity suppliers, and for no other purposes. The terms "we", "us", and "our" refer to Maui Value. The term "you" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement. Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Website. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age, (ii) you possess the legal authority to create a binding legal obligation, (iii) you will use this Website in accordance with this Agreement, (iv) you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act, and (v) all information supplied by you on this Website is true, accurate, current and complete. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to the price of the Products), as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your itinerary (and related documents) for Products booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

- i. use this Website or its contents for any commercial purpose;
- ii. make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
- iii. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- iv. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- v. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- vi. deep-link to any portion of this Website (including, without limitation, the purchase path for any Products) for any purpose without our express written permission; or
- vii. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

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SUPPLIER RULES AND RESTRICTIONS

Separate terms and conditions will apply to your reservation and purchase of the Products that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of rates, products, or services. You

acknowledge that some third-party providers offering certain Products may require you to sign their liability waiver prior to participating in the Products they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable Product, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

[PRIVACY POLICY](#)

Maui Value believes in protecting your privacy. Please click here to review our current Privacy Policy, which also governs your use of the Website, to understand our practices: [Privacy Policy](#)

[PREPAID PRODUCT RESERVATIONS](#)

You acknowledge that we pre-negotiate certain rates with Product suppliers to facilitate the booking of reservations on your behalf. The rate displayed on the Website is a combination of the pre-negotiated rate for the Products reserved on your behalf by us and the service fee retained by Maui Value! Hawaii to compensate us for our services. You authorize Maui value.com also known as Maui Sights & Treasures to book reservations for the total reservation price, which includes the rate displayed on the Website, plus tax recovery charges, and service fees. You agree that your credit card will be charged by Maui Sights & Treasures on the web at Maui Value.com for the total reservation price. Upon submitting your reservation request you authorize Maui Value to facilitate reservations on your behalf, including making payment arrangements with Product suppliers.

You acknowledge that Maui Value.com does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid Product transactions are a recovery of the estimated transaction taxes (e.g. sales and use, excise tax, value added tax, etc) that Maui Value.com pays to the Product supplier in connection with your Product reservations. The Product suppliers invoice Maui Value for tax amounts. The Product suppliers remit applicable taxes to the applicable taxing jurisdictions. Maui value does not act as co-vendors with the supplier with whom we book or reserve our customer's Products. The actual tax amounts paid by Maui Value.com to the Product suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the Product by our customers. We retain our service fees as compensation in servicing your Product reservation.

You may cancel or change your prepaid Product reservation, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the Product reservation. In addition, if you do not cancel or change your reservation before the cancellation policy period applicable to the Product you reserved, which varies by Product (usually 24 to 72 hours), you will be subject to a charge of applicable rates, tax recovery charges and service fees.

You agree to pay any cancellation or change fees that you incur. In limited cases, some Product suppliers do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the Product reservation. You agree to abide by the terms and conditions imposed with respect to your prepaid Product reservations

[LIABILITY DISCLAIMER](#)

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IN NO EVENT SHALL Maui Sights & Treasures AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THIS WEB SITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEBSITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF Maui Value.com AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, despite the limitation above, Maui Sights & Treasures or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, Maui Value.com their Affiliates or their respective suppliers liabilities will in no event exceed, in the aggregate, the greater of (a) the transaction fees assessed for your transactions on this Website, or (b) One-Hundred Dollars (US\$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Maui Sights & Treasures their Affiliates, and/or their respective suppliers.

CANCELLATION NOTICE. Maui Sights & Treasures needs 48 hrs to cancel a reservation. If we do not get a 48 hr cancellation you will be responsible for the entire cost of ticket. You need to call our office at 808-879-6260 to cancel. We do charge a 10% handling fee if you cancel at any time on our web site unless the company you are reserved with cancels their event.