

**TERMS AND CONDITIONS**  
**OF BAYCREEK PADDLING CENTER, INC.**  
**FOR EASYMEET.BAYCREEK.COM**

**1. INTRODUCTION**

**1.1 AGREEMENT TO TERMS**

This Terms and Conditions Policy ("Agreement") is a legally binding agreement between you ("User," "Customer," "you," or "your") and BayCreek Paddling Center, Inc. ("Company," "we," "our," or "us"), governing your use of the website **easymeet.baycreek.com** (the "Website") and any associated services offered therein (collectively, the "Services"). By accessing, browsing, or using the Website, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree with any part of these Terms and Conditions, you must refrain from using the Website and its Services.

**1.2 MODIFICATION OF TERMS**

We reserve the right, at our sole discretion, to modify, amend, or update these Terms and Conditions at any time. Any modifications will become effective immediately upon posting on the Website. It is your responsibility to review these Terms and Conditions periodically for any changes. Continued use of the Website following any modifications constitutes your acceptance of the revised Agreement.

**1.3 NATURE OF SERVICES**

BayCreek Paddling Center, Inc. operates an event planning and management service designed to facilitate outing coordination. Through the Website, Users may create polls to select preferred outing dates and times, invite friends, and coordinate events. Our Website is designed exclusively for customers of BayCreek Paddling Center, Inc. and is not intended for use by the general public.

**1.4 NO COST SERVICE**

The Services provided through the Website are offered at no cost to Users. Since there is no monetary exchange for the use of our Services, there are no refunds or compensation for any reason.

## 1.5 PRIVACY AND DATA COLLECTION

By using our Website, you acknowledge that we collect certain personal information, including email addresses, for operational and marketing purposes. We will only use your email for marketing and promotional communications related to BayCreek Paddling Center, Inc. We do not sell or share your personal information with third parties for their marketing purposes. By using the Website, you expressly consent to the collection, storage, and use of your information as described in our **Privacy and Data Protection** section below.

## 1.6 THIRD-PARTY TECHNOLOGIES

Our Website uses third-party technologies, including Facebook tracking pixels, to analyze and improve user experience and marketing efforts. By using our Website, you consent to such tracking as detailed in our Privacy Policy.

## 1.7 USER ACCEPTANCE

By accessing the Website and using the Services, you represent and warrant that:

- You are at least **18 years of age** or have the legal capacity to enter into a binding contract.
- You have the authority to agree to these Terms and Conditions on behalf of yourself or any entity you represent.
- You will comply with all applicable laws, rules, and regulations while using our Website.

If you do not meet these criteria, you are **prohibited** from using our Services.

## 2. USER REGISTRATION AND ACCOUNT

### 2.1 ACCOUNT REGISTRATION

Users may be required to provide certain personal information when using the Website, including but not limited to name, email address, and other details necessary for event coordination. While registration is not mandatory for accessing all parts of the Website, certain functionalities may require you to enter your information. By providing your information, you agree that all details submitted are accurate, current, and complete.

### 2.2 EMAIL COLLECTION AND COMMUNICATIONS

By providing your email address, you consent to receive communications from BayCreek Paddling Center, Inc., including but not limited to:

- Service-related notifications, such as updates about your event polls and invitations.
- Marketing emails, newsletters, promotions, and special offers related to BayCreek Paddling Center, Inc.

You may opt out of marketing emails at any time by clicking the "unsubscribe" link provided in our communications. However, service-related emails are **mandatory** and cannot be opted out of.

## 2.3 RESPONSIBILITY FOR ACCOUNT INFORMATION

Users are solely responsible for ensuring the confidentiality and security of their account information, including but not limited to their email and any login credentials, if applicable. You agree to:

- Keep your account details confidential and not share them with any third parties.
- Notify us immediately of any unauthorized access or security breaches related to your account.
- Accept full responsibility for any activities that occur under your email or account.

## 2.4 PROHIBITED USE OF ACCOUNTS

Users are strictly prohibited from:

- Registering or using an account with false information.
- Using another individual's email or impersonating any person or entity.
- Engaging in fraudulent, illegal, or deceptive activities through our Website.

We reserve the right to terminate or restrict access to any User who violates these Terms, engages in fraudulent activities, or abuses our Services.

## 2.5 TERMINATION OR SUSPENSION OF ACCOUNT

BayCreek Paddling Center, Inc. reserves the right, at its sole discretion, to suspend or terminate a User's access to the Website and Services if we determine that:

- The User has violated these Terms and Conditions.
- The User has engaged in unauthorized, fraudulent, or unlawful activities.

- The User's actions are deemed harmful to BayCreek Paddling Center, Inc., other Users, or the security of the Website.

Termination of access will be executed without prior notice, and the Company will not be liable for any losses or damages resulting from such termination.

### **3. PRODUCTS AND SERVICES**

#### **3.1 DESCRIPTION OF SERVICES**

BayCreek Paddling Center, Inc. provides an online event planning and coordination service through the Website, **easymeet.baycreek.com** (the "Services"). The Website allows Users to create and share outing polls with friends to select and confirm preferred event dates and times. The Services are designed exclusively for customers of BayCreek Paddling Center, Inc. and are not open to the general public.

#### **3.2 LIMITED PURPOSE OF SERVICES**

The Services are intended solely for assisting Users in planning and managing group outings at BayCreek Paddling Center, Inc. They do not include direct event booking, financial transactions, or any form of contractual reservation. The Company does not guarantee the availability of any specific date, time, or event location based on poll selections.

#### **3.3 NO COST SERVICE**

The Services provided through the Website are free of charge. Users do not need to pay any fees to access, use, or participate in the event coordination system. As such, the provisions regarding **No Cost, No Refunds** (outlined separately below) apply in full.

#### **3.4 AVAILABILITY AND SERVICE LIMITATIONS**

The Company makes reasonable efforts to ensure the Website is operational at all times but does not guarantee uninterrupted access. Service interruptions may occur due to maintenance, system failures, force majeure events, or other unforeseen circumstances. The Company shall not be held liable for any inconvenience, loss, or damages resulting from temporary unavailability of the Website or Services.

#### **3.5 THIRD-PARTY TECHNOLOGY AND TRACKING**

The Website integrates third-party tracking technologies, including but not limited to Facebook

tracking pixels, for analytics and marketing purposes. By using the Website, Users consent to the collection and processing of data through such technologies. Details regarding data collection and use are further outlined in the **Privacy and Data Protection** section below.

### **3.6 USER RESPONSIBILITIES**

Users are responsible for:

- Ensuring that all poll details, event information, and invitations are accurate and appropriate.
- Communicating with invited participants and coordinating event logistics beyond the functionality of the Website.
- Complying with all applicable laws and regulations while using the Services.

The Company assumes no responsibility for event cancellations, scheduling conflicts, or miscommunication between Users and their invited guests.

## **4. ORDERING PROCESS**

### **4.1 POLL CREATION AND INVITATION**

Users may create an outing poll by providing their event details, selecting up to three potential date and time options, and setting a poll closing deadline. After submitting the poll, the Website generates a unique link, which Users may share with friends to gather responses.

### **4.2 USER RESPONSIBILITY FOR INVITATIONS**

The Company does not directly send invitations to event participants. Users are solely responsible for sharing their poll link with intended invitees and ensuring that all participants respond within the designated timeframe. The Company is not responsible for any failure of communication between Users and their invitees.

### **4.3 NON-BINDING POLL RESULTS**

Poll results are not a confirmation or guarantee of an event reservation. The Website merely serves as a facilitation tool to assist Users in choosing preferred dates and times. The final event scheduling must be confirmed separately with BayCreek Paddling Center, Inc., subject to availability.

#### **4.4 NO FINANCIAL TRANSACTIONS**

The ordering process does not involve any monetary transactions. Users are not required to make payments through the Website, and the Company does not process financial transactions related to event coordination.

#### **4.5 MODIFICATION OR CANCELLATION OF POLLS**

Users may modify or cancel their outing poll before the poll closing deadline. However, once the poll is closed, Users must manually communicate any changes to their invitees, as the Website does not automatically update or notify participants about post-closing modifications.

#### **4.6 COMPANY RIGHTS TO DISCONTINUE OR MODIFY SERVICES**

BayCreek Paddling Center, Inc. reserves the right to discontinue, modify, or limit the availability of any features related to the poll creation and invitation process at its sole discretion, without prior notice.

### **5. NO COST, NO REFUNDS**

#### **5.1 NO COST SERVICE AGREEMENT**

The Services provided through the Website, **easymeet.baycreek.com**, are offered at **no cost** to Users. BayCreek Paddling Center, Inc. does not charge any fees for the use of the Website's event coordination tools, including poll creation, invitation distribution, and event planning assistance. Users acknowledge and agree that they will not be required to make any payment to access or utilize the Services.

#### **5.2 NO FINANCIAL TRANSACTIONS**

As the Website does not process financial transactions or facilitate the purchase of goods or services, Users are not required to enter payment details. No fees, charges, deposits, or advance payments are applicable for using the Website's event coordination functions.

#### **5.3 NO REFUNDS POLICY**

Since the Services are provided at no cost, there are **no refunds** under any circumstances. Users acknowledge that they are not entitled to any monetary reimbursement, compensation, or restitution related to the use of the Website or its functionalities.

#### 5.4 NO LIABILITY FOR THIRD-PARTY COSTS

The Company is not responsible for any third-party costs incurred by Users in connection with their use of the Services. This includes, but is not limited to:

- Internet or mobile data charges incurred while accessing the Website.
- Costs associated with third-party communication tools used to share poll links.
- Personal expenses related to event planning, travel, or scheduling changes.

#### 5.5 NO WARRANTIES OR GUARANTEES REGARDING SERVICE ACCESS

The Company makes the Website and its Services available as a courtesy to its customers but **does not guarantee** uninterrupted access, error-free operation, or any specific outcome from the use of the Services. Users understand that temporary disruptions may occur and that the Company is not liable for any losses or inconveniences resulting from such disruptions.

#### 5.6 FINAL ACCEPTANCE OF NO COST, NO REFUNDS TERMS

By accessing and using the Website, Users expressly agree to this **No Cost, No Refunds** policy and waive any rights to dispute or demand compensation for any reason related to their use of the Services.

### 6. INTELLECTUAL PROPERTY RIGHTS

#### 6.1 OWNERSHIP OF WEBSITE CONTENT

All content available on **easymeet.baycreek.com**, including but not limited to text, graphics, logos, images, designs, software, user interfaces, and proprietary technology, is the exclusive property of BayCreek Paddling Center, Inc. and is protected under **United States intellectual property laws**, including copyright, trademark, and trade secret laws.

#### 6.2 TRADEMARKS AND SERVICE MARKS

The trademarks, service marks, and logos displayed on the Website, including the **BayCreek Paddling Center, Inc.** name and branding elements, are registered or unregistered trademarks of the Company. Users **may not** use, reproduce, or distribute any trademarks belonging to the Company without prior written permission.

#### 6.3 LIMITED LICENSE TO USERS

BayCreek Paddling Center, Inc. grants Users a **limited, non-exclusive, non-transferable, and**

**revocable** license to access and use the Website solely for **personal, non-commercial purposes** related to event coordination. This license does **not** grant Users any rights to:

- Modify, copy, distribute, sell, or create derivative works based on Website content.
- Use the Website for unauthorized commercial purposes.
- Extract or scrape Website content for data mining or similar activities.

#### **6.4 RESTRICTIONS ON UNAUTHORIZED USE**

Users are **strictly prohibited** from engaging in any of the following activities related to the Website and its intellectual property:

- Copying or reproducing any portion of the Website for resale or redistribution.
- Altering or attempting to interfere with Website security features.
- Reverse engineering, decompiling, or disassembling any Website software or proprietary technology.
- Using automated means (bots, scrapers, crawlers) to access Website content without permission.

#### **6.5 ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS**

The Company reserves the right to take legal action against any unauthorized use, reproduction, or infringement of its intellectual property. Violators may be subject to civil and criminal liability under **U.S. intellectual property laws**.

#### **6.6 REPORTING INTELLECTUAL PROPERTY VIOLATIONS**

If a User believes that any content on the Website infringes their intellectual property rights, they may submit a written notice to BayCreek Paddling Center, Inc. By visiting our contact us page with the following details:

- Identification of the copyrighted or trademarked material being infringed.
- Sufficient details to locate the infringing material on the Website.
- A statement affirming their ownership of the intellectual property rights.
- Contact information, including name, address, and email.



The Company will review and respond to intellectual property complaints in accordance with applicable U.S. laws.

## **7. PRIVACY AND DATA PROTECTION**

### **7.1 COMMITMENT TO PRIVACY**

BayCreek Paddling Center, Inc. is committed to protecting the privacy and personal data of its Users. This section outlines how we collect, use, store, and protect your information when you access and use **easymeet.baycreek.com**. By using the Website, you consent to the data collection and usage practices described herein.

### **7.2 INFORMATION WE COLLECT**

The Company collects and processes personal information strictly for the purpose of providing and improving its Services. The types of data collected include, but are not limited to:

- **Personal Identifiable Information (PII):** Name, email address, and any other information voluntarily provided by Users.
- **Usage Data:** Information about how Users interact with the Website, including IP addresses, browser types, pages visited, and time spent on the Website.
- **Third-Party Tracking Data:** Data collected through third-party technologies such as Facebook tracking pixels for analytics and marketing.

### **7.3 PURPOSES OF DATA COLLECTION**

User data is collected and utilized solely for the following purposes:

- Facilitating event coordination and poll-sharing functionalities.
- Sending service-related notifications and updates.
- Conducting internal research and analysis to enhance the Website's functionality.
- Sending marketing emails, promotions, and special offers related **exclusively** to BayCreek Paddling Center, Inc.
- Monitoring Website performance and detecting fraudulent activity.

## 7.4 EMAIL MARKETING CONSENT

By providing an email address, Users consent to receiving marketing emails from BayCreek Paddling Center, Inc. The Company **does not** share, sell, or rent User information to third parties for marketing purposes. Users may opt out of promotional emails at any time by clicking the "unsubscribe" link in the email.

## 7.5 DATA STORAGE AND SECURITY MEASURES

We implement industry-standard security measures to protect User data from unauthorized access, alteration, disclosure, or destruction. These measures include:

- Encryption of sensitive data.
- Secure server storage with restricted access.
- Periodic security audits and vulnerability assessments.

While we strive to protect User data, we **cannot guarantee** absolute security against cyber threats. Users acknowledge that they provide their information at their own risk.

## 7.6 DISCLOSURE OF USER DATA

The Company **does not** sell, rent, or share personal information with third parties, except in the following limited circumstances:

- **Legal Compliance:** When required by law, subpoena, or governmental request.
- **Fraud Prevention:** To protect the security and integrity of the Website and prevent fraudulent activity.
- **Business Transfers:** In the event of a merger, acquisition, or sale of assets, User data may be transferred as part of the transaction.

## 7.7 USER RIGHTS AND CHOICES

Users have the right to:

- Request access to the personal information collected about them.
- Request correction or deletion of their personal data.
- Opt out of marketing communications at any time.

Users may exercise these rights by contacting BayCreek Paddling Center, Inc. by visiting the contact us page.

## **7.8 RETENTION OF DATA**

User data will be retained only for as long as necessary to fulfill the purposes outlined in this section. Once data is no longer needed, it will be securely deleted or anonymized.

## **8. DISPUTE RESOLUTION**

### **8.1 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the **laws of the State of New York**, without regard to its conflict of laws principles.

### **8.2 MANDATORY ARBITRATION**

Any dispute, controversy, or claim arising out of or related to these Terms and Conditions, including their breach, termination, enforcement, or interpretation, shall be resolved through **binding arbitration** conducted by the **American Arbitration Association (AAA)** in accordance with its Commercial Arbitration Rules. The arbitration shall take place in the State of New York, and the decision of the arbitrator shall be final and binding on both parties.

### **8.3 CLASS ACTION WAIVER**

Users agree that any dispute resolution proceedings shall be conducted on an **individual basis only** and not as a class, collective, or representative action. Users **waive** any right to participate in class actions or collective lawsuits against BayCreek Paddling Center, Inc.

### **8.4 EXCEPTIONS TO ARBITRATION**

The requirement for arbitration shall not apply to:

- Claims for injunctive relief related to the protection of intellectual property rights.
- Claims filed in **small claims court** in the State of New York.

### **8.5 LEGAL FEES AND COSTS**

Each party shall bear its own legal fees and costs associated with arbitration, except where otherwise required by law or as determined by the arbitrator.

## **8.6 GOOD FAITH NEGOTIATION REQUIREMENT**

Before initiating arbitration, Users agree to engage in good faith negotiations with BayCreek Paddling Center, Inc. to resolve disputes amicably. Users must provide written notice of their dispute and allow at least **30 days** for resolution efforts before proceeding with arbitration.

## **9. TERMINATION OF ACCOUNTS OR SERVICES**

### **9.1 RIGHT TO TERMINATE OR RESTRICT ACCESS**

BayCreek Paddling Center, Inc. reserves the right, at its sole discretion, to **suspend, terminate, or restrict** a User's access to the Website and its Services, with or without notice, for any reason, including but not limited to:

- Violation of these Terms and Conditions.
- Engaging in fraudulent, abusive, or unlawful activities.
- Unauthorized use of the Website, including attempts to disrupt or interfere with its functionality.
- Actions that compromise the security, integrity, or operation of the Website.

### **9.2 EFFECT OF TERMINATION**

Upon termination, Users shall immediately cease using the Website and its Services. Any rights granted under these Terms and Conditions shall also terminate, and the Company shall not be liable to the User for any loss, damage, or inconvenience resulting from such termination.

### **9.3 COMPANY'S RIGHT TO MODIFY OR DISCONTINUE SERVICES**

The Company may, at its sole discretion, modify, suspend, or discontinue any part of the Website or its Services at any time without liability to Users.

### **9.4 NO LIABILITY FOR TERMINATION**

BayCreek Paddling Center, Inc. shall not be responsible for any damages, losses, or claims arising from the termination of access to the Website or Services. Users understand and agree that they shall have no legal recourse against the Company for any such termination.

## **10. ELECTRONIC COMMUNICATIONS**

## 10.1 CONSENT TO ELECTRONIC COMMUNICATIONS

By using the Website and Services, Users consent to receiving electronic communications from BayCreek Paddling Center, Inc., including but not limited to:

- Service-related notifications and account updates.
- Marketing communications, promotions, and special offers related to BayCreek Paddling Center, Inc.
- Administrative messages, legal notices, and policy updates.

## 10.2 METHODS OF COMMUNICATION

Electronic communications may be sent via email, notifications on the Website, or other electronic means. Users agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

## 10.3 OPTING OUT OF MARKETING EMAILS

Users may opt out of marketing and promotional emails at any time by clicking the "unsubscribe" link included in such communications. However, Users acknowledge that they **cannot opt out** of certain essential service-related emails, such as:

- Poll notifications and event coordination updates.
- Changes to the Website's Terms and Conditions or Privacy Policy.
- Security alerts or other critical communications regarding Website functionality.

## 10.4 NO LIABILITY FOR COMMUNICATION FAILURES

BayCreek Paddling Center, Inc. shall not be responsible for any failure to receive electronic communications due to spam filtering, incorrect email addresses provided by the User, technical issues, or other factors beyond the Company's control.

## 11. LICENSE AND SITE ACCESS

### 11.1 GRANT OF LIMITED LICENSE

BayCreek Paddling Center, Inc. grants Users a **limited, non-exclusive, non-transferable, and revocable** license to access and use **easymeet.baycreek.com** strictly for personal, non-

commercial purposes related to event coordination and poll creation. This license does **not** grant Users any rights to:

- Modify, distribute, reproduce, publish, or create derivative works based on the Website's content.
- Use the Website for commercial purposes, including selling or redistributing its functionality.
- Scrape, mine, or otherwise extract data from the Website for any unauthorized use.

## 11.2 RESTRICTIONS ON USE

Users are expressly **prohibited** from:

- **Interfering with Website security measures** or attempting to gain unauthorized access to any part of the Website, server, or database.
- **Using automated means (bots, crawlers, scripts) to access the Website** without express written permission from the Company.
- **Engaging in fraudulent, unlawful, or abusive behavior** that disrupts or harms the Website or its Users.
- **Removing, modifying, or obscuring copyright, trademark, or other proprietary notices** on the Website.

## 11.3 RESERVATION OF RIGHTS

All rights not expressly granted in these Terms and Conditions are reserved by BayCreek Paddling Center, Inc. Users acknowledge that the Website and its content remain the exclusive property of the Company.

## 11.4 TERMINATION OF LICENSE

The Company may **revoke** this license at any time if a User violates any provision of these Terms and Conditions. Upon termination, Users must immediately cease all use of the Website and its Services.

## 12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

### 12.1 WEBSITE AND SERVICES PROVIDED "AS IS"

BayCreek Paddling Center, Inc. provides **easymeet.baycreek.com** and its Services on an **"as is" and "as available"** basis, **without any warranties or guarantees of any kind**, either express or implied. The Company **does not warrant** that:

- The Website will be uninterrupted, error-free, or secure.
- The Services will meet the User's expectations or requirements.
- Any data, results, or information obtained through the Website will be accurate or reliable.

### 12.2 NO LIABILITY FOR ERRORS OR INTERRUPTIONS

The Company **shall not be liable** for any disruptions, failures, or errors related to:

- Technical issues, including downtime, server failures, or security breaches.
- Inaccuracies in poll results, event coordination, or scheduling conflicts.
- Loss of User data, whether caused by technical malfunctions or unauthorized access.

### 12.3 LIMITATION OF LIABILITY

To the **maximum extent permitted by law**, BayCreek Paddling Center, Inc. **shall not be liable** for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- Loss of profits, data, or business opportunities.
- Personal injury, property damage, or any other losses related to event coordination.
- Any third-party actions, including unauthorized access to User data.

### 12.4 USER ASSUMES ALL RISK

By using the Website, Users acknowledge and accept **all risks associated with event coordination**, including scheduling conflicts, participant miscommunication, or unforeseen circumstances. The Company **bears no responsibility** for any negative outcomes resulting from event planning activities facilitated through the Website.

## 12.5 EXCLUSIONS AND LIMITATIONS UNDER APPLICABLE LAW

Some jurisdictions may not allow the exclusion of certain warranties or limitations of liability. In such cases, the Company's liability shall be limited **to the fullest extent permitted by law**.

## 13. CHANGES TO TERMS AND CONDITIONS

### 13.1 RIGHT TO MODIFY TERMS

BayCreek Paddling Center, Inc. reserves the right, at its sole discretion, to modify, update, or revise these Terms and Conditions at any time. Any changes shall become effective immediately upon being posted on **easymeet.baycreek.com**. Users are responsible for reviewing the Terms and Conditions periodically to ensure continued compliance.

### 13.2 NOTICE OF CHANGES

The Company may, but is not obligated to, notify Users of material changes via email or other electronic communications. However, it is the sole responsibility of the User to check the Website periodically for updates.

### 13.3 CONTINUED USE AS ACCEPTANCE

By continuing to use the Website and Services after modifications to these Terms and Conditions have been posted, Users agree to be bound by the updated Terms. If a User does not agree with any modifications, their sole remedy is to **immediately cease using the Website**.

### 13.4 NO RETROACTIVE EFFECT

Changes to these Terms and Conditions shall not apply retroactively. Any disputes or issues arising before the effective date of a revision shall be governed by the prior version of the Terms and Conditions in effect at that time.

## 14. MISCELLANEOUS

### 14.1 ENTIRE AGREEMENT

These Terms and Conditions constitute the **entire agreement** between the User and BayCreek Paddling Center, Inc. regarding the use of **easymeet.baycreek.com** and supersede all prior or contemporaneous agreements, understandings, communications, or representations, whether written or oral.



#### 14.2 SEVERABILITY

If any provision of these Terms and Conditions is found to be **invalid, illegal, or unenforceable**, the remaining provisions shall remain in full force and effect. The invalid provision shall be **modified or replaced** to the extent necessary to make it enforceable while maintaining the original intent of the provision.

#### 14.3 NO WAIVER

Failure by the Company to enforce any right or provision under these Terms and Conditions **shall not constitute a waiver** of such right or provision. Any waiver must be in **writing and signed** by an authorized representative of BayCreek Paddling Center, Inc.

#### 14.4 ASSIGNMENT

Users may not assign, transfer, or sublicense their rights or obligations under these Terms and Conditions without prior written consent from BayCreek Paddling Center, Inc. The Company may assign its rights and obligations under these Terms without restriction.

#### 14.5 FORCE MAJEURE

BayCreek Paddling Center, Inc. shall not be held liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, government actions, labor disputes, cyberattacks, or failures of telecommunications or Internet service providers.

#### 14.6 HEADINGS FOR CONVENIENCE ONLY

The headings in these Terms and Conditions are provided for convenience and shall not affect the interpretation of any provisions.

#### 14.7 CONTACT INFORMATION

For any questions regarding these Terms and Conditions, Users may contact BayCreek Paddling Center, Inc. by visiting the contact us page.